

1301-A Laurens Rd
Greenville
27602
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FILED
GREENVILLE CO. S. C.
4 51 PM '81
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1530 PAGE 188

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Theodore M. Evans & Carol Ann Peters Evans

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Carolina Precious Metals, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand & no/100-----

Dollars (\$12,000.00) due and payable

as follows:

The amount of \$1,000.00, which is a principle reduction being due and payable on or before three (3) months from date hereof leaving a balance of \$11,000.00 to be paid on or before three (3) months thereof

with interest thereon from date at the rate of ten per centum per annum, to be paid \$100.00 monthly in advance on this date each month until paid in full

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 18 of a subdivision known as River Downs according to plat thereof dated July 17, 1974, recorded in the RMC Office for Greenville County in Plat Book 4-R at Pages 75 and 76 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Morgan Court, joint front corner of Lots 18 and 19 and running thence with the joint line of said lots S. 3-41 E., 289.19 feet to an iron pin on the bank of a branch which is the rear property line; running thence along the branch as the line, the chord of which is S. 75-35 W., 260 feet to an iron pin, the joint rear corner of Lot 17 and 18; thence with the joint line of said lots, N. 19-33 E., 387.53 feet to an iron pin on the southern side of Morgan Court, joint front corner of Lots 17 and 18; thence with the southern side of Morgan Court, S. 75-00 E., 36 feet to an iron pin; thence continuing with the southern side of Morgan Court, S. 86-00 E., 56 feet to an iron pin; thence continuing with Morgan Court, N. 84-00 E., 13 feet to the point of beginning.

This being the identical property conveyed to the Mortgagors by deed of Southland Properties, Inc., recorded June 6, 1975 in the RMC Office for Greenville County in Deed Book 1019 at Page 471.

This mortgage is second and junior in lien to that certain mortgage given to South Carolina National Bank recorded in the RMC Office for Greenville County in REM Book 1343 at Page 160 on July 2, 1975 in the original amount of \$41,500.00 and also to that certain mortgage given to Community Bank as recorded in the RMC Office for Greenville County in REM Book 1459 at Page 637 on March 13, 1979 in the original amount of \$40,000.00.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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