

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S.C.

BOOK 1532 PAGE 445

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
DEC 12 3 57 PM '81

MORTGAGE OF REAL ESTATE

JOHN J. SPANERSEEY
R.M.C. ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Foxfire Properties, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Service Corporation, 301 College Street, P. O. Drawer 408, Greenville, S.C., 29602

(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 Thirteen Thousand Nine Hundred Fifty and No/100----- Dollars (\$13,950.00) due and payable

as per the terms of said note;

with interest thereon from _____ date _____ at the rate of Fourteen per centum per annum, to be paid at maturity.

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 No. 204 of a subdivision known as Canebrake II, Sheet 1, according to revised plat thereof prepared by Arbor Engineering, Inc. dated June, 1979, and revised November 21, 1979, being recorded in the RMC Office for Greenville County, S.C., in Plat Book 7-C, at Page 69, and having such metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagor herein by deed of College Properties, Inc., to be executed and recorded of even date herewith.

This is a second mortgage, junior to and inferior to that certain mortgage given by the Mortgagor herein to First Federal Savings and Loan Association of Greenville, S.C., dated February 12, 1981, securing \$62,400.00, which mortgage was recorded immediately prior to this mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

0445

4328 RV-2