

MORTGAGE - INDIVIDUAL FORM

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

FILED
S. C.

BOOK 1559 PAGE 858

COUNTY OF GREENVILLE

DEC 3 33 PM '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD J. FEENY and JAMES A. ZILLIGEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto F. TOWERS RICE

(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 Sixteen Thousand and no/100ths

Dollars (\$ 16,000.00) due and payable

as set forth in said note

~~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:~~

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:

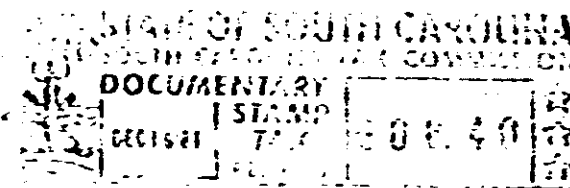
ALL that piece, parcel or lot of land, situate, lying and being on the eastern side of Palmetto Drive, near the Town of Mauldin, Greenville County, South Carolina, adjoining Mauldin Industrial Park, having according to the Plat of the property of RICHARD J. FEENY AND JAMES R. ZILLIGEN, made by Alex A. Moss, R.L.S., dated December 12, 1981, and designated thereon as "Tract A", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Palmetto Drive at the corner of property now or formerly owned by Lee Huskamp, and running thence along the eastern side of Palmetto Drive, S. 40-26 E., 150 feet to an iron pin; thence continuing along Palmetto Drive, S. 40-26 E., 50 feet to an iron pin on Tract B; thence along the line of Tract B, N. 49-34 E., 215.2 feet to a point on property now or formerly owned by Don Kelly; thence along the line of said property, N. 39-43 W., 50 feet to an iron pin; thence continuing along the line of said property, N. 39-43 W., 150 feet to an iron pin; thence along the line of property now or formerly owned by Lee Huskamp, S. 49-34 W., 218 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by the Mortgagee by deed of even date to be recorded simultaneously herewith.

The mortgagee agrees to subordinate the within mortgage as a second mortgage, junior in lien to a first mortgage to be placed on the above described property during the term hereof, the proceeds of which will be used for the purposes of financing the construction of improvements on the above described property or on Tract B adjoining the above described property.

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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 equal 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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