

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
MELVIN R. HOUCK and JOANN H. HOUCK

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto BUILDERS & DEVELOPERS, 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 -----

ELEVEN THOUSAND and NO/100----- Dollars (\$ 11,000.00) due and payable

in twenty-five (25) equal monthly installments of Five Hundred Dollars (\$500.00) each, beginning May 1, 1983

with interest thereon from date at the rate of twelve per centum per annum, to be paid: monthly (12%)

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:

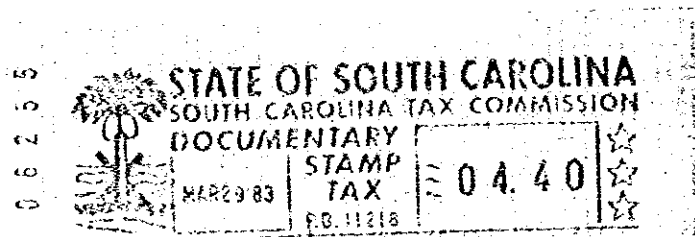
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, State of South Carolina, located in the town of Simpsonville, being known as Lot No. 11 and a portion of Lot No. 10 of Subdivision entitled "Addition to West Georgia Heights" on plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8P at Page 32 and having, according to a recent plat of Revision of Lot 11 in West Georgia Heights, prepared by J. L. Montgomery, III, R.L.S., dated March 8, 1983 the following metes and bounds, to-wit:

BEGINNING at an iron pin found on the easterly side of Cherokee Drive at the joint front corner of Lots 11 and 12 and running thence with the joint line of said lots N. 89-40 E. 200.0 feet to an iron pin found; thence N. 5-50 W. 52.24 feet to an iron pin found; thence N. 23-49 W. 74.96 feet to an iron pin found; thence S. 77-25 W. 168.49 feet to an iron pin placed on the easterly side of Cherokee Drive; thence with the easterly side of Cherokee Drive due South 85.0 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. of even date, to be recorded herewith.

This mortgage is second and junior in lien to that mortgage in favor of Heritage Federal Savings & Loan Association in the original amount of \$43,900.00, dated March 28, 1983, to be recorded herewith.



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 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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