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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM A. TIPPING AND ELIZABETH J. TIPPING

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY
North Weston Street

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are
Fountain Inn, South Carolina 29644
incorporated herein by reference, in the sum of TEN THOUSAND AND NO/100

Dollars (\$ 10,000.00) due and payable

per note executed this date or any future modifications, extensions or renewals thereof

with interest thereon from date at the rate of per note per centum per annum, to be paid per 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:

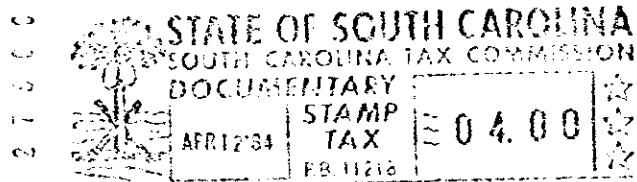
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 lying, being and situate in the County and State aforesaid, Fairview Township, and on the southwest side of North Main Street in the Corporate Limits of the Town of Fountain Inn, known as 203 North Main Street and described more particularly as follows:

BEGINNING at an iron pin, joint front corner of property now or formerly belonging to the John L. McGee Estate, said Estate property now being occupied by A. E. Green Company, Inc. and running thence along North Main Street, in a northwesterly direction 97 feet, more or less, to iron pin at joint front corner with Lot of C. J. Jones, Jr.; thence with Jones lot line in a southwesterly direction to Railroad right-of-way and Railroad Street (a distance of approximately 431.74 feet); thence in a southwesterly direction with Railroad right-of-way and Railroad Street, 101.64 feet, more or less, to corner with property now occupied by A. E. Green Company, Inc; thence with joint line of property now occupied by the Green Company in a northeasterly direction approximately 383.24 feet to an iron pin, the beginning point; and bounded by North Main Street; C. J. Jones, Jr., Railroad Street and Railroad right-of-way; and property now or formerly belonging to John I McGee Estate and occupied by the A. E. Green Company, Inc.

This being the same property conveyed to the Mortgagors herein by deed of C. J. Jones, Jr. and Virginia Jones Kellett dated April 6, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1100 at Page 250 on April 10, 1979.

This mortgage is second and junior in lien to that mortgage between William A. Tipping and Elizabeth J. Tipping to United Federal Savings and Loan Association (now American Federal Bank, F.S.B.) in the original amount of \$30,000.00 recorded in Mortgage Book 1462 at Page 760 in the RMC Office for Greenville County.



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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