

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE VOL 1695 PAGE 24  
GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 18 4 11 PM '84

WHEREAS, JOE BARKER DONNIE S. HANKERSLEY  
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SEA GULL PROPERTIES, a South Carolina Partnership,  
c/o R.C. Threlkeld, 2718 Wade Hampton Blvd. Greenville SC 29615

(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 THIRTY-THREE THOUSAND NINE HUNDRED AND 00/100-----  
Dollars (\$ 33,900.00 ) due and payable

according to the terms of the note dated of even date herewith.

~~with interest thereon from~~

~~at the rate of~~

~~per annum or amount to be paid~~

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, within the corporate limits of the City of Greenville,  
and being known and designated as Lot 24 of a subdivision known as Essex Court, a plat of  
which is recorded in the RMC Office for Greenville County in Plat Book W at Page 31,  
reference to said plat being made for a more complete metes and bounds description.

This being the same property conveyed to the Mortgagor by deed of Sea Gull Properties, a  
South Carolina Partnership dated December 17, 1984, and recorded in Deed Book 1229  
at Page 103 .

This mortgage is subject to and subordinate to: Mortgage to H. J. Martin and Joe O. Charping  
in original amount of \$23,000.00 recorded October 9, 1979 in Mortgage Book 1483 Page 682,  
securing a note in the amount of \$23,000.00 (First Mortgage and Note). The First Mortgage and  
Note is referred to as the "Senior Mortgage and Note."  
The Mortgagee agrees to pay the holders of the senior Mortgage and Note, the unpaid  
principal balance of the Senior Mortgage and Note, together with all interest thereon  
accruing thereunder, as and when required by the terms thereof.

If Mortgagee shall default in making any required payment of principal and/or interest under  
any or all of the Senior Mortgage and Note, Mortgagor shall have the right to advance the  
funds necessary to cure such default and all funds so advanced by Mortgagor together with  
interest thereon at the rate of 8% per annum shall be credited against the next installment(s)  
of interest and principal due under the Note.

Mortgagee agrees that if Mortgagee acquires the Senior Mortgage and Note by assignment  
from the holder thereof (in lieu of satisfaction) upon payment thereof by Mortgagee to the  
holder, that Mortgagee, upon payment to Mortgagee by Mortgagor of the total indebtedness  
of the Note, will, at the option of the Mortgagor, execute and deliver to Mortgagor in  
assignment or satisfaction of said Senior Mortgage together with an assignment or satis-  
faction of this Mortgage (all taxes and expenses in connection therewith to be paid by  
Mortgagor).

Mortgagor and Mortgagee agree to send promptly to the other copies of any notices received  
by them from the holder of any of the Senior Mortgage and Senior Note. In addition,  
Mortgagee agrees to send to Mortgagor at the time Mortgagee makes each payment to be made  
by Mortgagee to such holders of the Senior Mortgage and Senior Note, a copy of the payment  
check or reasonable substitute thereof.

Mortgagor shall keep the buildings on the Premises insured for their full insurable value  
against loss by fire, windstorm, or other customary extended perils in a company or  
companies acceptable to the Mortgagee and shall be payable to Mortgagee and Mortgagor as  
their interests may appear.

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.

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