

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILLED
GREENVILLE CO. S.C.

1361 752

MORTGAGE OF REAL ESTATE

DONNE S. T. TO ALL WHOM THESE PRESENTS MAY CONCERN.
R.N.C.

WHEREAS, BOB G. SEXTON & CO., INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOLLY TREE PLANTATION

(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
FOUR THOUSAND FIVE HUNDRED AND 00/100-----Dollars (\$4,500.00) due and payable

ON ONE OF THE FOLLOWING CONDITIONS:

- 1) Upon second construction draw
- 2) Upon sale of house
- 3) within 1 year from 12/3/75

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

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. 17 on a plat of Holly Tree Plantation, Phase II, recorded in plat book 5D at page 47, prepared by Piedmont Engineers and Architects and dated January 10, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Holly Tree Lane, at the joint front corner of lots 17 and 34 and running thence along Holly Tree Lane, N. 66-59 E., 110 feet to an iron pin; thence S. 65-26 E., 33.70 feet to an iron pin; thence along Hollymont Court, the following courses and distances: S. 17-52 E., 44 feet to an iron pin; thence S. 13-59 E., 72.05 feet to an iron pin; thence S. 7-41 E., 78.83 feet to an iron pin; thence across the rear line of lot 17, S. 89-41 W., 130 feet to an iron pin; thence with the line of lot 34, N. 15-00 W., 167.30 feet to an iron pin on Holly Tree Lane, the point of beginning.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by United Federal Savings and Loan Association in the amount of \$46,800.00, dated February 13, 1976 and recorded in mortgage book 1361 at page 680.

5.1.80



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.

0752

4328 RV-2