

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

AUG 9 1 53 PM '76
DONNIE S. TANKERSLEY
R.H.C.

Shirley S. Kern
8 Tara Lane, Route 4
Taylors, South Carolina

BOOK 1374 PAGE 784

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ---P. WALKER GARRISON AND JOAN G. GARRISON----

(hereinafter referred to as Mortgagor) is well and truly indebted unto ---SHIRLEY S. KERN-----

(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 --Forty-Five Thousand and No/100-----

Dollars (\$ 45,000.00) due and payable

at the rate of \$348.89 per month, beginning September 1, 1976 and a like amount on the 1st day of each successive month until paid in full

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

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 shown and designated as Tract 1A on a survey for Donald G. Kern made by Wolfe & Huskey, Inc., dated June 8, 1976, and recorded in the RMC Office for Greenville County in Plat Book ST at Page 57 and having according to said plat the following metes and bounds:

BEGINNING at an old concrete marker on the Northeastern side of Gibbes Shoal Road and running thence N. 49-29 E. 804 feet to an old concrete marker; thence S. 81-10 E. 535.5 feet to an iron pin; thence S. 08-15 E. 639.3 feet to an iron pin; thence N. 73-08 W. 672.3 feet to an iron pin; thence S. 01-43 E. 201 feet to an iron pin; thence S. 72-50 W. 465.2 feet to an iron pin; thence N. 24-01 W. 366.4 feet to the point of beginning.

This mortgage is junior in lien to those certain mortgages, the first being given by the mortgagee to First Federal Savings and Loan Association, recorded in Mortgage Book 1240, Page 164; the second being given by the mortgagee to First Federal Savings and Loan Association, recorded in Mortgage Book 1268, Page 680 and the third being given by the mortgagee to Myrl Greene, recorded in Mortgage Book 1240, Page 283.

DERIVATION: Deed Book 948, Page 283 and 285.



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.

(CONTINUED ON NEXT PAGE)

0784

4328 RV-23