

Woodruff Road, Greenville, S. C. FILED  
GREENVILLE CO. S. C.

BOOK 1396 PAGE 471

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAY 3 2 55 PM '77  
DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TERRY L. MADDUX AND JUDITH L. MADDUX

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROSAMOND ENTERPRISES, 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

THIRTEEN THOUSAND ONE HUNDRED AND NO/100-----Dollars (\$ 13,100.00 ) due and payable  
In full on or before June 15, 1977.

with interest thereon from May 3, 1977 at the rate of NINE (9%) per centum per annum, to be paid: SET OUT ABOVE.

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

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, in the City of Mauldin, being known and designated as Lot No. 38 on plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at Pages 21 and 22, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin joint front corners Lots 38 and 39 on the Eastern side of Piney Grove Road running thence up the joint line of Lots 38 and 39 S. 77-54 E. 195 feet to an iron pin; running thence along the rear lines of Lots 47 and 48 N. 19-48 E. 180.2 feet to an iron pin; running thence N. 72-12 W. 100 feet to an iron pin at the corner of Lots 37 and 38; running thence down the joint line of said lots S. 54-35 W. 151 feet to the Piney Grove Road cul de sac; running thence around said cul de sac, the chord of which is S. 5-51 W. 45 feet to a point; thence continuing with said cul de sac, the chord of which is S. 46-55 W. 39.5 feet to the point of beginning.

Derivation: Deed Book 1055, Page 875, - ROSAMOND ENTERPRISES, INC.  
Terry L. Maddux and Judith L. Maddux  
5/3/77

This Mortgage is Junior and subordinate to that Mortgage given to Fidelity Federal Savings and Loan Association.

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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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