

MORTGAGE OF REAL ESTATE

BOOK 1327 PAGE 816

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE MORTGAGE OF REAL ESTATE  
SEP 27 10 32 AM '83  
DORRIS S. WILLEY  
R.M.C.

WHEREAS, Mark D. Foshager and Deborah J. Foshager

(hereinafter referred to as Mortgagor) is well and truly indebted unto Howard R. Finley, Jr. and Margaret A. Finley, 5 Tuckaway Drive, Asheville, NC 28803

(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 Five Thousand Five Hundred Thirty-eight and 66/100----- Dollars (\$ 5538.66 ) due and payable on or before July 1, 1984;

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of ten \_\_\_\_\_ per centum per annum, to be paid: at maturity

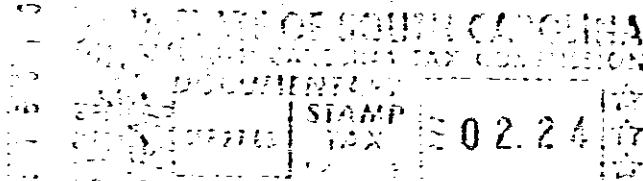
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, on the southeastern side of Blackgum Court in the Town of Mauldin, being shown and designated as Lot No. 25 on a plat of HOLLY SPRINGS, SECTION I, made by Piedmont Engineers and Architects dated February 23, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N, at page 5, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by the Mortgagees by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1194, at page 4 on 8-8-83.

This is a second mortgage, being junior in lien to that certain mortgage to Panstone Mortgage Service recorded in Mortgage Book 1149, at page 695, on November 9, 1978, in the R.M.C. Office for Greenville County.



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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 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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