

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } GREENVILLE, S. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
NOV 2 10 PM '83

WHEREAS, we, GUSTAVO FERNANDEZ RUBIO and BELINDA K. RUBIO,

(hereinafter referred to as Mortgagor) is well and truly indebted unto REPUBLIC PROPERTIES, 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 Six Thousand, One Hundred Twenty-Five and No/100----- Dollars (\$ 6,125.00---) due and payable

in one equal installment three years (36 months) from even date; interest to be paid monthly, in advance,

with interest thereon from even date at the rate of 12% 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

All of that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known as Lot No. 51 of Augusta Road Hills, and having, according to plat of property Gustavo Fernandez Rubio and Belinda K. Rubio, prepared by R.B. Bruce, R.L.S. #1952, dated November 22, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 215 at page 42, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northwest side of High Hill Street, joint front corner of Lots No. 51 and 52 and running thence with the common line of Lot No. 52, N. 47-50 W. 165 feet to an old iron at joint rear corners of Lots Nos. 51, 52, and 42; and thence with the common rear line of Lot No. 42 N. 42-10 E. 60 feet to an old iron pin joint rear corners of Lots Nos. 51, 50, 42 and 43; thence with the common line of Lot No. 50, S. 47-50 E., 165 feet to an old iron pin on the northwest side of High Hill Street; thence, with northwest side of said street S. 42-10 W. 60 feet, to the point of beginning.

This mortgage is second and junior in lien to that mortgage given in favor of First Federal Savings and Loan Association to be recorded herewith.

This is the same property conveyed to the mortgagors herein by deed of Republic Properties, Inc. to be recorded herewith.

This mortgage may not be assumed without the express written consent of mortgagee.

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REPUBLIC PROPERTIES, INC. A
MORTGAGEE
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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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