

MORTGAGE OF REAL ESTATE

Mortgagee's Address: P. O. Box 1088
Greenville, S.C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
DEC 23 4 27 PM '83
DONNE S. BLAKELY
R.M.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, KENNETH E. VALDESPINO and ANNETTE J. VALDESPINO

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. S. Coates, Jr., Trustee for Valdespino Childrens Trust

(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 Twenty Five Thousand and no/100 ----- Dollars (\$ 25,000.00---) due and payable

on demand, as set forth on promissory note dated December 12, 1983,

with interest thereon from 12/12/83 at the rate of twelve per centum per annum, to be paid: Semi-annually in arrears.

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 unimprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being more particularly described as follows:

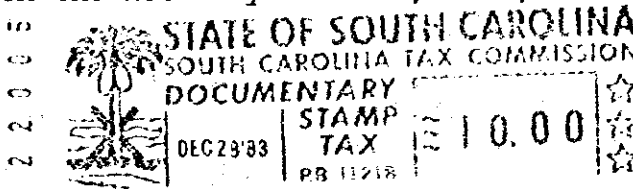
ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the northerly intersection of Woody Creek Road and Sugar Creek Road, near the City of Greenville, South Carolina, being known and designated at Lot No. 388 on plat entitled "Map 1, Section 2, Sugar Creek", as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at Page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Sugar Creek Road, said pin being the joint corner of Lots 59 and 388 and running thence with the northwesterly side of Sugar Creek Road S. 51-27-56 W., 19.93 feet to an iron pin; thence continuing with said road S. 52-38 W., 125 feet to an iron pin at the intersection of Sugar Creek Road and Woody Creek Road; thence with said intersection N. 82-22 W., 35.36 feet to an iron pin on the northeasterly side of Woody Creek Road; thence with the northeasterly side of Woody Creek Road N. 37-22 W., 34.61 feet to an iron pin; thence continuing with said road N. 22-04-01 W., 118.74 feet to an iron pin, the joint front corner of Lots 388 and 389; thence with the common line of said lots N. 83-13-52 E., 153 feet to an iron pin, the joint corner of Lots 388, 389, and 59; thence with the common line of Lots 59 and 388 S. 41-29-03 E., 96.10 feet to an iron pin, the point of beginning.

This being the same property conveyed to mortgagors herein by deed of Cothran & Darby Builders, Inc., a South Carolina Corporation, dated June 16, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1127 at Page 495.

This property is conveyed subject to all restrictions, setback lines, roadways, easements, and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described, and a 25 foot sewer easement along side lot of line.

This mortgage is junior in priority to that certain mortgage from Kenneth E. and Annette J. Valdespino to American Heritage Life Insurance Co. recorded in the RMC Office for Greenville County in Mortgage Book 1505 at Page 243 on the 16th day of June, 1980, in the original principal amount of \$50,000.00.



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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