

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
RECORDED
R.M.C.

1647 246

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JONATHAN A. WALTON AND LINDA R. WALTON

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

11550 Monument Lake Circle
Jacksonville, Fla. 32225

MILDRED W. RUSSELL

(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 THOUSAND AND NO/100----- Dollars (\$ 40,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from n/a at the rate of per centum per annum, to be paid: in the event the
First Mortgage & note for \$8,000.00 given by Jonathan A. Walton & Linda R. Walton to Wayne B. Creel, et. al. simultaneously this date goes in default.*

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 known and designated as 13 Forest Dale Drive, Greenville, South Carolina. (SEE COMPLETE DESCRIPTION BELOW)

* This mortgage is to be considered satisfied simultaneously with the satisfaction of the previously referenced \$8,000.00 debt.

THIS mortgage is junior in lien to that certain mortgage in favor of Wayne B. Creel, et. al., dated January 7, 1984 and recorded in the R.M.C. Office for Greenville County in REM Book 1647 at Page 242.

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 9 of a subdivision known as Forestdale Heights, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book KK at Page 199, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Forestdale Drive, joint front corner of Lots 8 and 9 and running thence with the line of Lot 8, N. 4-31 E. 200 feet to an iron pin; thence S. 85-29 E. 70 feet to an iron pin at the rear corner of Lot 10; thence with the line of Lot 10, S. 4-31 W. 200 feet to an iron pin; thence N. 85-29 W. 70 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Wayne Creel and Elain T. Creel, dated January 7, 1984 and recorded simultaneously herewith.

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STATE OF SOUTH CAROLINA
RECORDS AND CLERK
STAMP TAX \$15.00

STATE OF SOUTH CAROLINA
RECORDS AND CLERK
STAMP TAX \$01.00

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 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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