A PROPERTY OF

3131

MORTGAGE - INDIVIDUAL FORM -

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA FILED COUNTY OF GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

Mar 12 12 08 PM 184 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

DONNIE S. TAYXER SEET AL

R.H.C. (hereinafter referred to as Mortgagor) is well and truly indebted unto

SHELBY JEAN B. RACHAL

(hereinaster 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 Twelve Thousand and no/100ths

Dollars (\$ 12,000.09 due and payable

as set forth in said note.

with interest thereon from date at the rate of

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 scaling 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 assigna:

ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the southern side of Huff Drive, near Stevenson Lane, being shown and designated as Lot No. 1 on a plat of the PROPERTY OF LINDSEY BUILDERS, INC., made by Campbell & Clarkson, Surveyors, dated November 13, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 222, page 79, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to Charles Rachal and Shelby R. Rachal by deed of Lindsey Builders, Inc., recorded on February 6, 1969 in Deed Book 861, page 507, and to Charles Rachal by deed of Shelby R. Rachal of even date to be recorded simultaneously herewith.

The within mortgage is junior in lien to a first mortgage covering the above described property given by the Mortgagor and the Mortgagee to Cameron-Brown Company, recorded on February 6, 1969, in Mortgage Book 1116, page 355, in the original sum of \$16,950.00.

In the event of the death of Shelby Jean B. Rachal prior to payment of the note which this mortgage secures, the balance due on said note and mortgage upon such event, shall be and it is hereby assigned to Donna Marie Robinson, Teresa Diane McCoy and Shelia Denise Rachal, who shall have the right to collect all principal and interest then due and unpaid and who shall specifically be empowered to satisfy the note and this mortgage as binding upon the mortgagee, her heirs and assigns, for all purposes whatsoever.

125 Evepe Lah Rd. Dempointer, Se. 29681

STAMP

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 setzed 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interes: at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.