

MORTGAGE OF REAL ESTATE - MORTGAGEE: Lawrence T. Acker  
106 Hardale Lane  
Greenville, S.C. 29607

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE  
GREENVILLE CO. S.C.  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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JAN 2 4 46 PM '85

DONNIE S. TANKERSLEY

WHEREAS, I, Lawrence T. Acker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack H. Norris for Mary E. Norris, Her Heirs and Assigns

(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 and No/100 Dollars (\$5,000.00 ) due and payable in full with interest in six (6) months from date of Mortgage, said Note becoming due on July 2, 1985; mortgagor shall have the right to anticipate the Note in full without penalty.

with interest thereon from at the rate of ten per centum per annum, to be paid: At maturity of Note, July 2, 1985.

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:

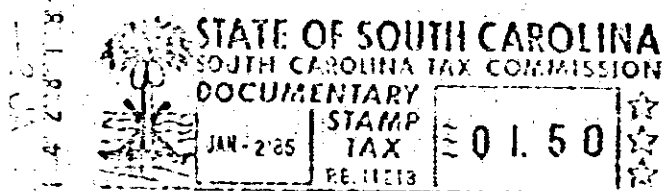
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 northern side of Greenacre Road, having a street address of 212 Greenacre Road, and shown on the Greenville County Tax Map as 199.1-2-63, being further shown on a Plat entitled "Property of Mary E. Norris," prepared by Jones Engineering Service, and dated June 12, 1957, the following courses and distances:

BEGINNING at an iron pin on the northwestern side of Greenacre Road at the joint corner of the within described property and a lot heretofore conveyed to Lawrence T. Acker by deed recorded in Deed Book 1226 at page 886, and running thence along the common line of such lots, N. 58-18 W., 160.1 feet to an iron pin; thence N. 36-48 W., 126.4 feet to an iron pin which is the apex of a triangle; thence S. 78-13 E., 135.0 feet to an iron pin; thence continuing S. 78-13 E., 160.07 feet to an iron pin on the northern side of Greenacre Road; S. 31-32 W., 148.00 feet to the beginning.

BEING the same property conveyed to mortgagor by Jack H. Norris for Mary E. Norris by deed dated January 2, 1985, and recorded on Jan 2, 1985, in Deed Book 1230, at page 264, in the Office of the R. M. C. for Greenville County.

THIS is a junior mortgage given by the mortgagor to the above mortgagee on this date.



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.