

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1409 PAGE 459

SEP 9 2 45 PM '77

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert James Senn and Gloria L. Senn

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company

(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

Three Thousand and NO/100ths Dollars (\$3,000.00. . .) due and payable

with interest thereon from October 1, 1977 at the rate of 12.5% per centum per annum, to be paid:
in 60 equal monthly payments of Sixty-seven and 37/100ths (\$67.37) Dollars each.

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

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being at the southwesterly intersection of Devenger Road and New Haven Drive and being known and designated as Lot No. 89 on a plat of MERRIFIELD PARK, Section II, recorded in the R.M.C. Office for Greenville County in Plat Book WWW at Pages 50 and 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of New Haven Drive, joint front corner of Lots Nos. 89 and 90 and running thence along the line of Lot 90, N. 40-27 W. 165 feet to an iron pin and running thence N. 49-33 E. 102.6 feet to an iron pin on the southerly side of Devenger Road and running thence with the southerly side of Devenger Road, S. 58-34 E. 23.4 feet to an iron pin at the intersection of Devenger Road and New Haven Drive; thence with the intersection of said Roads, S. 09-13 E. 32.6 feet to an iron pin on the northwesterly side of New Haven Drive; running thence with the northwesterly side of New Haven Drive, the following courses and distances, S. 40-07 W. 81 feet and S. 49-33 W. 44 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property conveyed to Robert James Senn and Gloria L. Senn from William B. Haffner and Margaret Haffner by deed recorded concurrently herewith.

This is a second mortgage junior to that mortgage recorded in the R.M.C. Office for Greenville County in Mortgage Book 1193 at Page 327 on June 2, 1971.

SEP-9-77 TAX \$ 01.20
FB. 11218

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.

0459

4328 RV-2