

MORTGAGE OF REAL ESTATE

99-1620-138

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE
AUG 9 4 45 PM '83
DUNNIE R.M.C.

MORTGAGE OF REAL ESTATE

TO WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Rodney V. Domen and Pamela R. Domen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Foothills Delta P, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith the terms of which are incorporated herein by reference, in the sum of

Three Thousand One Hundred Twenty-five and No/100----- Dollars (\$ 3,125.00) due and payable

on or before July 30, 1984;

with interest thereon from _____ date _____ at the rate of ten (10%) per centum per annum, to be paid _____ at maturity

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN: That the Mortgagee, in consideration of the above said debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 Unit 24 of HOLLY TOWNE HORIZONTAL PROPERTY REGIME as is more fully described in Master Deed dated December 31, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1141, at pages 921 through 993, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-L, at page 37.

This is the same property conveyed to the Mortgagors by the Mortgagee by deed dated August 5, 1983, recorded in Deed Book 1194 at page 5.

This is a second mortgage, being junior in lien to that certain mortgage to First Federal Savings and Loan Association in the amount of \$59,350.00 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1620 at page 124 on Aug 9, 1983

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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 Mortgagee covenants that it is lawfully seized of the premises hereabove 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof

RESID

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