

BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STODDENMIRE, P. A. SUITE 15, 1703E NORTH ST., GREENVILLE, S. C. 29602

MORTGAGE OF REAL ESTATE

Meyers Dr. Greenville, S.C. 29607

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JUG 19 4 14 PM '83

MORTGAGE OF REAL ESTATE

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ALL WHOM THESE PRESENTS MAY CONCERN  
R.M.C.

WHEREAS, R. David Massey and Barbara W. Massey

hereinafter referred to as Mortgagor) is well and truly indebted unto the Pension Plan & Trust of R. David Massey, P. A.

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 Three Hundred Sixty Three and 94/100 ----- Dollars (\$ 5,363.94-- ) due and payable

in 10 semi-annual payments of principal, payable on the 1st day of February and the 1st day of August of each year,

with interest thereon from 8/1/83 at the rate of 10 1/2% per centum per annum, to be paid semi-annually

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 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, lying and being on the Northern and Western sides of Meyers Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 16, as shown on a plat prepared by Pickell & Pickell, Engineers, dated March, 1951, entitled "Resubdivision of Portion of the J. R. Jenkinson Property", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y at Page 95, and having according to said plat and also according to a more recent plat prepared by Dalton & Neves Co., Engineers, dated June, 1976, entitled property of R. David Massey and Barbara W. Massey, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Meyers Drive at the joint front corner of Lots Nos. 16 and 17, and running thence with the line of Lot No. 17, N. 2-53 E. 175.9 feet to an iron pin in the line of Lot No. 15; thence with the line of Lot No. 15, S. 62-43 E. 141.9 feet to an iron pin on the Western side of Meyers Drive; thence with the Western side of Meyers Drive, S. 27-17 W. 150 feet to an iron pin; thence with the Northern side of Meyers Drive, N. 71-02 W. 70 feet to the point of beginning.

This being the identical property conveyed to R. David Massey and Barbara W. Massey by deed from Robert C. Brownlee, Jr., dated July 19, 1976, and recorded July 19, 1976, in Deed Book 1039, page 816, RMC Office for Greenville County, S. C.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Bankers Trust of S. C., c/o Aiken-Spier, Inc., dated July 19, 1976, recorded July 19, 1976, Book 1373, page 69, in the RMC Office for Greenville, S. C.

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Together with all and singular rights, members, tenements, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits, which may now 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 hereinafore 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 who may lawfully claim the same or any part thereof

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