

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 16 - 11 36 AM '74

BOOK 1181 PAGE 55

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, We, Walter C. Worsham and Carolyn W. Worsham, are

(hereinafter referred to as Mortgagee) well and truly indebted unto

Balentine Brothers Builders, 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, Seven Hundred and No/100-----
Dollars (\$ 3,700.00) due and payable

One Thousand and No/100 (\$1,000.00) Dollars plus interest on February 12, 1972,
One Thousand and No/100 (\$1,000.00) Dollars plus interest on February 12, 1973, and
the balance of One Thousand, Seven Hundred and No/100 (\$1,700.00) Dollars plus interest
on February 12, 1974,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: annually

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 aforesaid 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 Lot 48 of Section 1 of a subdivision known as Foxcroft as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book 4-F at Pages 2, 3 and 4 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Heatherbrook Drive, joint front corner of Lots 32 and 48 and running thence with the joint line of said lots, S. 86-11 W. 153.1 feet to an iron pin at the corner of Lots 32, 33, 47 and 48; thence with the joint line of Lots 47 and 48, S. 3-49 E. 165 feet to an iron pin on the northern side of King George Road; thence with the northern side of King George Road, N. 86-11 E. 121.4 feet to an iron pin at the intersection of King George Road and Heatherbrook Drive; thence with the intersection, N. 39-45 E. 37.6 feet to an iron pin on Heatherbrook Drive; thence with the western side of Heatherbrook Drive, N. 0-20 E. 63.5 feet to an iron pin; thence continuing N. 3-49 W. 76.9 feet to the point of beginning; being the same conveyed to the mortgagors by the mortgagee by deed of even date to be recorded herewith.

It is understood and agreed that this mortgage is junior in lien to that mortgage given by Balentine Brothers Builders, Inc. to Fidelity Federal Savings and Loan Association of Greenville in the sum of \$37,400.00, recorded in Mortgage Book 1171 at Page 565.

Together with all and singular rights, members, hereditaments, 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 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 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 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.