

MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE

FILED  
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

FEB 13 3 33 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, James E. Wright

hereinafter referred to as Mortgagor) is well and truly indebted unto J. Carroll Leake and Frankie A. Leake

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 Seventeen Thousand Two Hundred Fifty-Three and 18/100 Dollars \$ 17,253.18 due and payable at the rate of \$150.00 per month beginning October 1, 1979, with payments to be applied first to interest and balance to principal with balance due and payable in full ten (10) years from date

with interest thereon from October 1, 1979 at the rate of six per centum per annum, to be paid monthly.

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 Mortgagee, in consideration of the abovesaid 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, hereinafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, on S. C. Highway No. 14-417, and being shown and designated on a plat prepared for J. Carroll and Frankie A. Leake, made by C. O. Riddle, dated June 7, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the northeastern edge of S. C. Highway No. 14-417, joint corner with property now or formerly of Cavthon and running thence N. 55-42-30 E. 541.6 feet to an iron pin; thence turning and running S. 0-01 W. 91.02 feet to an iron pin; thence S. 06-04 E. 55.07 feet to an iron pin; thence turning and running S. 58-38-30 W. 463.36 feet to an iron pin on the eastern side of S. C. Highway No. 14-147; thence turning and running along said Highway, N. 35-09 W. to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from J. Carroll Leake and Frankie A. Leake recorded in the RMC Office for Greenville County on February 16, 1979.

THIS is the second mortgage subject to that certain first mortgage to United Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1435 at Page 865 in the original amount of \$36,000.00 and having a present balance of \$35,557.24.

THIS mortgage may not be assigned by the Mortgagor nor may it be assumed by any other individual without the prior written consent of the Mortgagees.

THE mailing address of the Mortgagees herein is: 630 N. E. Main Street  
Simpsonville, S. C. 29681

Together with all and singular rights, remedies, benefits, trusts, and opportunities to the same belonging in any way now or hereafter, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and heating 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

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 taxes and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and sing for the said premises unto the Mortgagee, its heirs, successors and assigns against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof

RECORDED FEB 16 1979 1470

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