A PARTICIPATION OF THE PARTY OF

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MORTGAGE OF REAL PROPERTY

DONNIE S.TANKERSLEY R.M.C.

AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in _______ County, South Carolina:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the western side of Burgandy Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 10 on a map of Wildair Estates, made by Dalton & Neves, Engineers, dated April, 1953, recorded in the RMC Office for Greenville County, S. C., in Plat Book EE at Page 19, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the western side of Burgandy Drive at the joint front corners of Lots No. 10 and 11 and running thence with the common line of said lots, S. 76-20 W. 187.5 feet to an iron pin; thence N. 13-40 W. 95 feet to an iron pin at the joint rear corners of Lots No. 9 and 10; thence with the common line of said lots N. 76-20 E. 192.5 feet to an iron pin on Burgandy Drive; thence with the western side of Burgandy Drive S. 10-37 E. 95.1 feet to an iron pin, the point of beginning.

DERIVATION: Deed of 4-D Builders Corp., recorded May 14, 1976 in Deed Book 1036 at Page 350.

THIS MORTGAGE is junior in lien and secondary to that certain mortgage of Doyce R. Elgin & Barbara R. Elgin to Fidelity Federal Savings & Loan Association, in the original amount of \$39,950.00, recorded in the RMC Office for Greenville County in Mortgage Book 1367 at Page 582, having been executed May 14, 1979, and having a current balance in the approximate amount of \$39,135.50.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or Carticles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, this successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; what the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the option of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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