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MORTGAGE - INDIVIDUAL FORM - GEDILLARD & MIRCHELL, P.A., GREENVILLE, S. C.

**STATE OF SOUTH CAROLINA** 

COUNTY OF GREENVILLE

THE LE I SEPH 'THORTGAGE OF REAL ESTATE VEL 14 / 144 130 TO ALL WHOM THESE PRESENTS MAY CONCERN:

Evan A. Powell WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Max M. Rice

(hereinaster 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

Ten Thousand Two Hundred Fifty-four and 59/100----- Dollars (\$ 10.254.59 ) due and payable as provided in the terms of the promissory note of even date, said terms are incorporated herein by reference.

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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 Mortgagor 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 piece, parcel or tract of land, with all buildings and improvements now or hereafter constructed thereon, containing 8 acres, more or less, situate, lying and being on the western side of Chestnut Mountain Road. near South Carolina Highway No. -1, north of Tigerville, in Saluda Township, Greenville County, South Car-lina, being shown as 8 acres on a plat COMPILED FOR EVAN A. POWELL-LOT F-MORNINGDALE STUDIOS, made by Carolina Surveying Company, dated June 19, 1978, revised December 14, 1978, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 7-A, Page 17, said property being bounded on the north and east by Chestnut Mountain Road and property of Max M. Rice and on the west by Property of Max M. Rice and on the south by a 2.22 acres tract to be conveyed to Evan A. Powell by Max M. Rice.

The above property is the same property conveyed to Evan A. Powell by deed of Evan A. Powell of even date to be recorded herewith.

The within mortgage is a second mortgage junior in lien to a first mortgage given to The Federal Land Bank of Columbia, S. C. dated August 17, 1979 in the original sum of \$43,000.00, recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1477, Page 772.

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Together with all and singular rights, members, herditaments, 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 Mortgagor 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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