

LAW OFFICES OF
MORTGAGE OF REAL ESTATE

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

BOOK 1495 601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
FEB 15 10 28 AM '80
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William D. Richardson
R.M.C. WILKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto David L. Herndon and Betty K. Herndon

(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

Ten thousand and 00/100 (\$10,000.00)-----
-----Dollars (\$ 10,000.00) due and payable

interest only payable quarterly, and payable in full on or before February 7, 1985

with interest thereon from _____ date _____ at the rate of 11 per centum per annum, to be paid: quarterly

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, the Mortgagee's heirs, 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, on the southern side of Seabury Drive, known and designated as Lot No. 97 on plat of Merrifield Park, made by C. O. Riddle, RLS, dated October, 1967, recorded in the RMC Office for Greenville County in PlatBook 000 at page 177 and having according to said plat the following metes and bounds, to-wit:

Beginning at an old iron pin on the southern side of Seabury Drive at the joint front corner of Lots 97 and 98 and running thence along the southern side of Seabury Drive, N. 80-38 E. 21.5 feet to an old iron pin; thence S. 64-15 E. 50 feet to an old iron pin; thence N. 55-25 E. 50 feet to an old iron pin, joint front corner of Lot 97 and property now or formerly of Guest; thence turning and running along property now or formerly of Guest as the joint line, S. 5-00 E. 295.2 feet to an old iron pin; thence turning and running N. 73-20 W. 121.3 feet to an old iron pin; thence turning and running with the joint line of Lots 97 and 98 N. 3-54 W. 249.7 feet to the point of beginning.

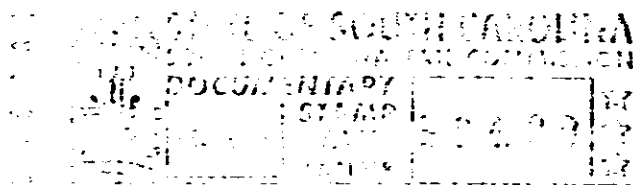
This is the same property conveyed to the mortgagor by deed of David L. Herndon and Betty K. Herndon dated February 7, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1120 at page 596.

This mortgage cannot be assumed without the written permission of the mortgagee and in the event the property is transferred by deed, bond for title, contract for sale or otherwise without the permission of the mortgagee, said note secured by this mortgage becomes immediately due and payable in full.

This is a second mortgage, junior in lien to that certain mortgage given by William D. Richardson to First Federal Savings and Loan Association on February 7, 1980 and being recorded in the RMC Office for Greenville County in Mortgage Book 1495 at page 597.

The mortgagee's address is: 3389 Tacoma Circle, Ann Arbor, Michigan 48104

See new plat recorded February 14, 1980, in Plat Book _____ at Page _____



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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