

FILED
S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1980
MAY 17 1980
MARION F. DILLARD
IRIS B. DILLARD

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM E. BOMAR, JR. AND JOYCE L. ACKERMAN,

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARION F. DILLARD AND IRIS B. DILLARD

(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 Thirty-Five Thousand Four Hundred Sixty-Five and 73/100

Dollars (\$ 35,465.73) due and payable

in three hundred (300) equal and consecutive monthly installments of Three Hundred Twenty-Two and 28/100 (\$322.28) Dollars beginning August 1, 1980

with interest thereon from _____ date _____ at the rate as set / _____ per centum per annum, to be paid: _____ with the principal. _____ forth in promissory note

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 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, City of Greenville, on the southern side of East Earle Street and being more fully described as follows:

BEGINNING at a stake on the southern side of East Earle Street which stake is 63 feet from the northeastern corner of a lot now or formerly owned by C. F. Haynsworth and running thence S. 18-30 W. 206.5 feet to a stake; thence S. 71-20 E. 63 feet to a stake; thence N. 18-30 E. 206.5 feet to a stake on East Earle Street; thence with East Earle Street N. 71-20 W. 63 feet to the beginning corner.

This mortgage is a second mortgage and is junior in priority to that certain mortgage given by the mortgagors herein to First Federal Savings and Loan Association of Greenville, South Carolina dated March 14, 1980 and recorded in the RMC Office for Greenville County in REM Book 1498 at page 152; it is further agreed that the mortgagors herein shall have the right of prepayment at any time without incurring any penalty and that this second mortgage shall be assumable at the option of the mortgagees upon the presentation to them of proper credit references, income information and personal references on behalf of any prospective assuming party. In the event that the mortgagors herein otherwise alienate the mortgaged premises by contract of sale, bond for title or deed of conveyance and the within mortgage has not yet been paid in full, all sums and interest to date shall become immediately due and payable at the option of the mortgagees.

The above-described property is the same acquired by the mortgagors by deed from the mortgagees dated March 14, 1980, to be recorded herewith.

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NOTARIAL PUBLIC
MARION F. DILLARD
IRIS B. DILLARD

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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