

11 AM '80

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DUNN & WEAVER SLEY
R.M.C.

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

WHEREAS, JACK DUNN AND BETTY L. DUNN

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. C. DUNN

(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 Eleven Thousand Sixty Five and 09/100

Dollars (\$ 11,065.09) due and payable

in accordance with terms of note of even date herewith

with interest thereon from date at the rate of eight 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 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, on the western side of Creighton Street and being known and designated as Lot No. 4 of Colonial Hills Subdivision, Section 2 as shown on a plat prepared by Piedmont Engineers and Architects dated June 17, 1964, and recorded in the R.M.C. Office for Greenville County in Plat Book RR, Page 185 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Creighton Street at the joint corner of Lots Nos. 4 and 3 and running thence with the joint line of Lots Nos. 4 and 3 N. 80-15 W., 150 feet to an iron pin; thence S. 9-45 W., 100 feet to an iron pin; thence S. 80-15 E., 150 feet to an iron pin on the western side of Creighton Street; thence with the western side of Creighton Street N. 9-45 E., 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Mary Fryberger recorded in the R.M.C. Office for Greenville County on September 27, 1979, in Deed Book 1112, Page 423.

This mortgage is junior in lien to that certain mortgage executed in favor of Greer Federal Savings and Loan Association in the original amount of \$19,100.00 recorded in the R.M.C. Office for Greenville County on August 12, 1971, in Real Estate Mortgage Book 1202, Page 297.

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RECORDED IN GREENVILLE COUNTY S.C.
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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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