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

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert H. Williams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mark W. Shivers and Teresa Shivers

(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

Five thousand and 00/100----------Dollars ($ 5,000.00) due and payable

in full on or before September 1, 1980

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 S. C. Highway No. 23-563, being shown and designated as Lot 9 on a plat prepared by Carolina Surveying Co. for W. F. Shivers, 25 March 1976, and having the following metes and bounds, to-wit:

Beginning at the corner of Lot 9 and Lot 10, at the intersection of an unnamed Road, and running thence along the common line of said lots S. 12-48 W. 220.9 feet to an iron pin; thence along the common line of Lots 8 and 9, N. 37-08 W. 265.3 feet to an iron pin in the center line of S. C. Highway 23-563; thence with said Highway N. 10-03 W. 178.3 feet to a bolt at the center line of an unnamed road; thence with said unnamed road, N. 70-30 E. 84.1 feet to a bolt; thence S. 8-39 E. 265.7 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Mark W. Shivers and Teresa Shivers dated June 30, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1128 at page 584.

This is a second mortgage, junior in lien to that certain mortgage given by Mark W. Shivers and Teresa Shivers to Greer Federal Savings and Loan Association on June 26, 1978 and being recorded in the RMC Office for Greenville County in Mortgage Book 1436 at page 325.

The mortgagee's address is: Route 5, Box 289, Travelers Rest, SC 29690

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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 is 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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