MORTGAGE OF REAL ESTATE -

etar 1510 1461658

STATE OF SOUTH CAROLINA A COUNTY OF GREENVILLE

ij

S. C. MORTGAGE OF REAL ESTATE

5 PH 18 O ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. SUNBELT PROPERTIES, INC.

date

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAKE M. WEATHERLY AND VALERIE WEATHERLY

(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 ONE HUNDRED THIRTY-FOUR THOUSAND AND 00/100 -----
Dollars (\$134,000.00) due and payable

in quarterly installments of \$8,595.72 including interest at the rate of 10% per annum, for a period of five (5) years beginning November 7, 1980

10

with interest thereon from

at the rate of

per centum per annum, to be paid: as stated above.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgager 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 Mortgagoe at any time for advances made to or for his account by the Vartgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delinery 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, Councy of Greenville, as shown on plat of property of Becky Don, Inc. made by Jones Engineering Services August 1, 1972, and having the following metes and bounds, to-wit:

3EGINNING at an iron pin on Becky Don Drive 400 feet from Chandler Street and running thence S 46-15 W 255 feet; running thence N. 43-35 W. 425 feet; running thence N. 39-47 E. 147.2 feet to an iron pin; thence N 54-55 E 110 feet to an iron pin on Becky Don Drive; thence running along Becky Don Drive S 43-35 E 425 feet to the BEGINNING.

ALL that certain piece, parcel or lot of hand situate, lying and being in the County of Greenville, State of South Carolina, as shown on plat of property "Being the rear portion, front portion being conveyed to the Grantee this date" made by Jones Engineering Services dated October 4, 1972, and having the following metes and bounds:

BEGINNING at an iron pin, rear Southeastern corner of Lot being conveyed this date to Grantee by Grantor and running thence S 46-15 W 100 feet to an iron pin; thence as a rear line N. 60-20 W 416.4 feet to an iron pin; thence N 39-37 E 221.5 feet to an iron pin, corner of other property stated above; thence along line of other property conveyed S 43-33 E 425 feet to an iron pin, the BEGINNING.

Being the same property conveyed to the Mortgagor herein by deed from Jake M. Weaterly and Valerie Weatherly recorded of even date herewith.

The within mortgage is second and junior in line to that mortgage executed August 17, 1972, from Jake M. Weatherly and Valerie Weatherly to Pilot Life Insurance Co., in the original amount of \$190,000.00 recorded in Mortgage Book 1245, Page 339.

> The Power of Attorney for Sunbelt Properties, Inc. is recorded in deed book 1130 at page 348 in the RMC Office for Greenville County with the date of recordation being July 29, 1989.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, and all of the rents, icross, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures and equipment, other than the usual bousehold furniture, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and impulse the said premises unto the Mortgagee, its heirs, successor and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described it ree 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 here and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomsomer lawfully claiming the same or any part thereof.

4328 RV-2

10

是 外中 人名西安上曼