

MORTGAGE OF REAL ESTATE

Property Address
126 Corrine Drive
Greenville, S.C. 29607

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
RECORDED

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

OCT 8 12 49 PM '80

WHEREAS, JOHN M. MANTHEI and CERYL MANTHEI

(hereinafter referred to as Mortgagor) is well and truly indebted unto LAURA E. WALKER, widow

(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 **TWENTY-THREE THOUSAND NINETY AND 37/100** Dollars (\$ 23,090.37) due and payable

J.M. C.M.

with interest thereon from date at the rate of **nine (9%)** per centum per annum, to be paid:

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

All that piece, parcel or lot of land, situate, lying and being on the eastern side of Corrine Drive, in the City of Greenville, Greenville County, South Carolina being known and designated as Lot 74 and the adjoining 60 feet of the northwestern side of Lot 73, of Block F, on a plat of University Heights, made by Piedmont Engineering Service, dated January 1949, recorded in the RMC Office for Greenville County, SC in Plat Book BB, Page 21, and having the following metes and bounds, to wit: BEGINNING at an iron pin on the northeastern side of Corrine Drive at the joint front corner of Lots Nos. 77 and 74 and running thence along the common line of said lots, N. 56-37 E., 207.5 feet to an iron pin; thence S. 32-07 E., 160 feet to a point in the rear line of Lot No. 73; thence along a new line through Lot no. 73, S. 56-37 W., 209 feet, more or less, to a point on the northeastern side of Corrine Drive in the front line of Lot no. 73; thence along the northeastern side of Corrine Drive, N. 31-13 W., 160 feet to an iron pin, the point of BEGINNING.

The above property is the same property conveyed to Mark C. Asher and Marjorie C. Asher by deed of Leroy Webb and Mildred A. Webb recorded July 2, 1973 in Deed Book 978, Page 112, and is hereby conveyed subject to all rights of way, easements, conditions, public roads, and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property. The above property is also the same property conveyed to Laura E. Walker by Mark C. Asher and Marjorie C. Walker by deed recorded in Deed Book 1058, Page 328, in the records of the Register of Mesne Conveyance. Derivation: Deed of Laura E. Walker, widow, recorded October 6, 1980.

This is a second mortgage, junior to that mortgage in favor of Mark C. Asher and Marjorie C. Asher, in the principal sum of \$59,016.19, recorded in Mortgage Book 1400 Page 686 in the RMC Office for Greenville County, South Carolina. Default under the first mortgage shall be considered a default under this instrument, and shall entitle the mortgagee to exercise all remedies available under applicable law, for default under this instrument.

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STATE OF SOUTH CAROLINA
REGISTRY OF PUBLIC TAX COLLECTIONS
DOCUMENTARY
STAMP
OCT 11 1980
TAX 0024
SEP 23

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 such 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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