

MORTGAGE OF REAL ESTATE—Prepared by BILEY AND RILEY, Attorneys at Law, Greenville, S. C. BOOK 1534 PAGE 576

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF GREENVILLE

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

JOHN L. TANNERSLEY R.M.C.

WHEREAS, James Ling,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Richard C. Wilkinson and Helen L. Wilkinson,

(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 Forty-Four Thousand Six Hundred Seventy-

Five and No/100 (\$44,675.00) Dollars (\$ 44,675.00 ) due and payable in 360 monthly payments of \$359.48, the first payment to be paid on October 1, 1981,

with interest thereon from October 1, 1981 at the rate of 9% 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:

ALL that lot of land in the State of South Carolina, County of Greenville, lying and being on the southwestern side of the Augusta Road near Ware Place, containing 32 acres, more or less, and being known as Tract No. 2 of the King S. Chandler Estate on a plat made by W. J. Riddle, dated April 4, 1934, recorded in the RMC Office for Greenville County in Plat Book H at Page 242 and having according to a more recent plat thereof by Jones Engineering Service, dated August 14, 1976, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of the right of way of Augusta Road at the corner of Tract No. 3, now or formerly owned by J. W. Chandler and running thence with the line of said tract, S. 54-39 W. 1,723 feet to an iron pin in the line of property now or formerly owned by I. P. Jordan; thence, with the line of said property, N. 87-43 W. 735.2 feet to an old stone; thence continuing along the line of said property N. 10-08 E. 1,009.1 feet to an iron pin at the corner of property now or formerly owned by Ware Place Apparel; thence, with the line of said property, S. 76-08 E. 674.9 feet to an iron pin at the corner of Tract No. 1 thence, with the line of said tract, S. 76-18 E. 438.3 feet crossing a branch to an iron pin; thence continuing with the line of tract No. 1 N. 27-25 E. 712 feet to an iron pin; thence continuing with the line of said tract, S. 98-16 E. 200.8 feet to an iron pin on the right of way of Augusta Road; thence, with the southwestern side to the right of way of Augusta Road, S. 41-39 E. 517 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by Richard C. Wilkinson and Helen L. Wilkinson recorded in the RMC Office for Greenville County, South Carolina, on May 6, 1980, in Deed Volume 1125 at Page 214.

This Mortgage is junior in lien to a mortgage in favor of Home Savings and Loan Association of the Piedmont in the original amount of \$57,244.55 recorded May 6, 1980 in Mortgage Volume 1502 at Page 423. Also, the mortgage in favor of Fidelity Federal Savings and Loan Association in the original amount of \$15,370.80, recorded July 16, 1980 in Mortgage Volume 1505 at Page 320. Also, a mortgage in favor of Associates Financial Services, Co., in the original amount of \$46,506.00 recorded July 30, 1980, in Mortgage Volume 1509 at Page 137.

9 81

840

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.

0576

4328 RV-2