

Mat. James Medlin
Rt #1, Tripp Rd.

EDWARDS, DUGGAN & REESE
Attorneys at Law
Piedmont, S.C., 29673 P. O. Box 126
Greer, S. C. 29651

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE CO. S.C.

FILED
APR 10 4 28 PM '81

DONN S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: BOOK 1537 PAGE 966

WHEREAS, WILLIAM H. JOSLEYN and DOROTHY I. JOSLEYN

(hereinafter referred to as Mortgagor) is well and truly indebted unto
JAMES A. MEDLIN and SHIRLEY R. BENNETT,

(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

Sixty Two Thousand and no/100ths Dollars \$ 62,000.00XXXXXXXXXX

\$10,000.00 shall be due and payable, without interest, on July 10, 1981.
Balance of \$52,000.00 shall be payable in 120 successive monthly payments of \$658.72 each beginning August 10, 1982, which payments shall include interest figured at the rate of nine (%) per cent per annum, with privilege of anticipation.

with interest thereon from July 10, 1982 at the rate of 9.00 per centum per annum, to be paid: monthly as aforesaid

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, lying on the northeasterly side of Fortner Avenue and being more particularly described in accordance with a plat entitled, "Property of J. H. Alexander", by C. O. Riddle, Reg. L. S., dated January 11, 1966, recorded in Plat Book LLL at Page 157-B. Reference is also made to a more recent plat entitled, "Property of William H. Josleyn & Dorothy I. Josleyn", by Carolina Surveying Co., dated March 31, 1981, to be recorded herewith.

THIS is the identical property conveyed to the Mortgagors by deed of the Mortgagees to be recorded of even date herewith and this mortgage is being given to secure a portion of the sale price of said herein described property.

THIS Mortgage is second and junior in lien to that certain mortgage from William H. Josleyn and Dorothy I. Josleyn to First Federal Savings and Loan Association in the amount of \$68,000.00 to be recorded of even date herewith.

3CTC --- 1 APR 10 81 1092

4.18CT

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 Mortgagees, 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.

1096

4328 RV-2