LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA MORTGAGE OF REAL ESTATER (U 3 35 PH 8) 800: 1038 143: 742

STATE OF SOUTH CAROLINAPONN  $\left\{\begin{array}{l} E_{\rm col} + E_{\rm$ 

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

WHEREAS, James Q. Christopher and Carol F. Christopher

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

according to the terms thereof, said note being incorporated herein by reference

## 

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 ALI. 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 Mortgagoe, 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the northern side of Poinsett Avenue at the intersection of Poinsett Avenue and Bennett Street and being shown and designated as Lot No. 3 of Property of J. S. O'Neal and Manning Jones, according to a plat by Dalton & Neves, dated May, 1927, and having the following metes and bounds, to-wit:

Beginning at an iron pin at the corner of Poinsett Avenue and Bennett Street and running thence along Bennett Street due North 200 feet to an iron pin, joint corner of Lots 3 and 4; running thence along the line of Lot 4, N. 70-47 W. 51.8 feet to an iron pin, joint corner of Lots 2 and 3; thence along the line of Lot 2, S. 21-58 W. 169.8 feet to an iron pin on Poinsett Avenue; thence with said Poinsett Avenue, S. 62-45 E. 126.7 feet to the beginning corner.

This is a third mortgage, junior in lien to that certain first mortgage given by James Q. Christopher and Carol F. Christopher to South Carolina Federal Savings and Loan Association recorded in the RMC Office for Greenville in Mortgage Book 1426 at page 830 on March 24, 1978, and that certain second mortgage given by James Q. Christopher and Carol F. Christopher to South Carolina Federal Savings and Loan Association recorded in said RMC Office in Mortgage Book 1517 at page 401 on September 24, 1980.

This is the same property conveyed to the mortgagors by deed of  $\,$  James Malone Owings recorded in the RMC Office for Greenville County in Deed Book 1075 at page 872 on March 24, 1978.

The mortgagee's address is: PO Box 544, Travelers Rest, SC 29690

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

, 000 8

4191

4328 RV-2