

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RECORDED  
CO. S. C.  
NOV 10 10 00 PM '81  
R.M. WERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1541 PAGE 711

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EVANS JULIAN AND GERALDINE JULIAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES R. BINDER AND MADOLYN H. BINDER  
403 N. Weston St., Fountain Inn, S.C.

(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 TEN THOUSAND AND NO/100ths Dollars \$ 10,000.00; due and payable

as set forth by note of mortgagors of even date

with interest thereon from date at the rate of ten per centum per annum, to be paid per note

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 Mortgagee 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:

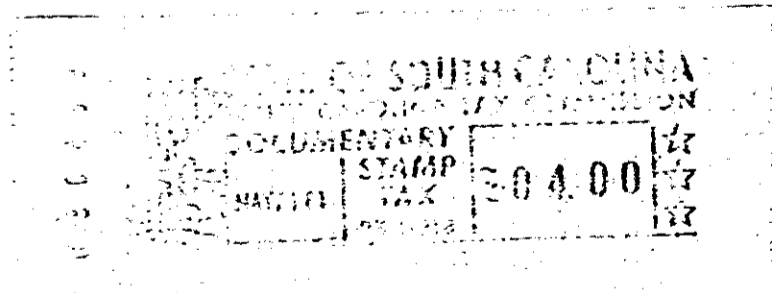
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in the Town of Fountain Inn, as shown on a plat for Madolyn H. Binder, recorded in Plat Book DDD, Page 37 in the RMC Office for Greenville County and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northeastern side of S.C. Highway 14, known as Main Street (formerly U. S. Highway 276) at the corner of property of Susie L. Gault, which iron pin is situated 491 feet Northwest of the corner of Weston Street Extension, and running thence along said Highway, N. 63-09 W., 190 feet to an iron pin; thence N. 38-30 E., 190 feet to an iron pin; thence S. 63-09 E., 190 feet to an iron pin at the corner of the property of Susie L. Gault; thence along said property, S. 38-30 W., 190 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors(s) herein by deed of James R. Binder and Madolyn H. Binder recorded of even date.

THIS mortgage is second and junior in lien to that mortgage between James R. Binder and Madolyn H. Binder, assumed by Evans Julian and Geraldine Julian of even date to NCB Mortgage Corporation original mortgage being recorded in Mortgage Book 924 at Page 175 on June 3, 1963.

SEE Power of Attorney filed simultaneously herewith.



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 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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