

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 12 12 45 PM '81

WHEREAS, **LARRY N. BRIGGS and MARSHA A. BRIGGS**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Henry Stutz**
422 Welsh Avenue
Talladega, AL 35160

(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

Fourteen Thousand, Five Hundred and no/100ths

Dollars (\$ 14,500.00) due and payable

with interest thereon from even date at the rate of ten (10%) per centum per annum, to be paid: as set forth in said 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 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 and being on the southwestern side of Oak Park Drive in the City of Mauldin, and known and designated as Lot 9 on Plat of Parkwood, Section I, prepared by C.O. Riddle, Surveyor, July 27, 1969 and recorded in the RMC Office for Greenville County, in Plat Book 4-F, Page 22 and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Oak Park Drive at the joint corner of Lots 8 and 9 and running thence along the line of Lot 8, S 64-03 W, 173 feet to an iron pin; thence S 41-40 E, 125 feet to an iron pin; thence along the line of Lot 10, N 48-20 E 150.2 feet to an iron pin on the southwestern side of Oak Park Drive; thence with the curve of Oak Park Drive the chord of which is N 30-13 W, 80 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book , Page 1149, on June 28, 1981.

THIS mortgage is junior and second in lien to that certain note and mortgage given to Carolina National Mortgage Investment Co., Inc., as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1278, Page 583, on May 25, 1973.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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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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