

MORTGAGE OF REAL ESTATE

800: 1556 FAX: 945

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE, S. C.

4 42 PM '81

MORTGAGE OF REAL ESTATE

JOHN BANKERSLEY R.M.C. BY ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ray B. Fore and Sloan V. Fore

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jane H. Aiken

(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 Twenty-five Thousand and no/100ths

Dollars (\$ 25,000.00 ) due and payable

with interest thereon from even date at the rate of twelve 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

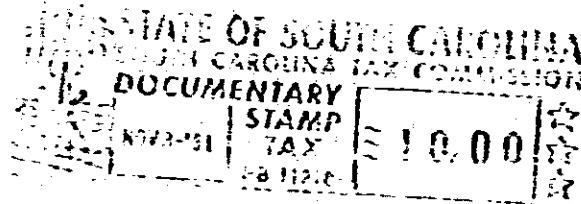
Greenville, on the southern side of Fairhaven Drive and being known and designated as Lot 210 of Orchard Acres, Section 4 as shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, Page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Fairhaven Drive at the joint front corner of Lots 209 and 210 and running thence S. 86-39 W. 96 feet to an iron pin, joint front corners of Lots 210 and 211; thence S. 3-21 E. 164 feet to an iron pin, joint rear corners of Lots 210 and 211; thence running S. 88-15 E. 96.2 feet to an iron pin, joint rear corners of Lots 209 and 210; thence N. 3-21 W. 168.8 feet to an iron pin on the south side of Fairhaven Drive, joint front corners of Lots 209 and 210, being the point of beginning.

DERIVATION: This is the same property conveyed to Mortgagor by deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1157, Page 715 on November 3, 1981.

THIS mortgage is junior and second in lien to that certain note and mortgage given to Aiken Loan and Security Company (now Bankers Mortgage), as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1062, Page 247.

THIS mortgage is non-assumable and will become fully due and payable upon the transfer of the property described above or Five (5) years from the date of this mortgage, whichever shall first occur.



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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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