338x1564 Exst561

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FI ED `00. **S. C**. MORTGAGE OF REAL ESTATE 11 ( ( AH TOTALL WHOM THESE PRESENTS MAY CONCERN:

ANDERSLEY SONE 1 34 C

WHEREAS, Jerry R. Cotter and Margaret L. Jobe

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles W. Bellmer and Evelyn G. Bellmer

(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 Two Thous and

Dollars (\$ 2,000,00 ) due and payable

at the rate of ten (10) with interest thereon from even date per centum per annum, to be paid: as set forth in said

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, being known and designated as Lot 100, Charter Oak Drive, Peppertree Subdivision, Section No. 2, as shown on Plat dated June 15, 1972, and recorded in Plat Book 4-R, Page 19, and revised by Plat recorded in Plat Book 4-X, Page 3, and having, according to said revised Plat, the following metes and bounds to-wit:

BEGINNING at a point located on the northern side of the right-of-way of Pine Oak Way, the joint corner of Lots 101 and 100, thence along said right-of-way S 78-00 W 115.0 feet to a point; thence N 56-46 W 35.2 feet to a point; thence along the right-of-way of Charter Oak Drive N 11-32 W 70.0 feet to a point; thence N 78-00 E 140.0 feet to a point; thence S 11-32 E 95.0 feet to the point of beginning.

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 //62, Page 968, on February 26, 1982.

This mortgage is junior and second in lien to that certain note and mortgage given to First Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1301, Page 596, on February 12, 1974.

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 futures 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 Dusual 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 soized of the premises heireinabove 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 berein. The Mortgagor further covernants 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. - GREENVILLE OFFICE SUPPLY CO. INC.

FE26

m Ñ

**M**