

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

16 PM '82
J. W. BERSLEY
CLERK

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EDWARD A. GORECKI and IMOGENE G. GORECKI

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST

(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 SEVENTY THOUSAND AND NO/100-----

Dollars (\$ 70,000.00) due and payable

with interest thereon from March 4, 1982 at the rate of 16.50 per centum per annum, to be paid:

per terms of note of even date

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

ALL that certain piece, parcel or lots of land, situate, lying and being on the southeastern side of Foot Hills Road near the City of Greenville, Greenville, South Carolina, being shown and designated as Lots 75 and 76 on a plat of GREEN VALLEY ESTATES, prepared by Piedmont Engineering Service, dated December 20, 1957, and recorded in the RMC office for Greenville County in Plat Book QQ at pages 2 and 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Foot Hills Road at the front corner of Lot 76, and running thence with the line of Lot 76, S. 37-43 W. 75.0 feet to a point at the rear corner of Lot 76; thence with the line of Lot 76, S. 77-32 W. 75.0 feet; thence N. 89-25 W. 190.2 feet to a point at the joint rear corner of lots 75 and 76; thence with the line of Lot 75, N. 35-19 W. 234.8 feet to a point at the rear corner of Lot 75; thence with the line of Lot 75, N. 55-36 E. 167.4 feet to a point on the southeastern side of Foot Hills Road; thence with the southeastern side of Foot Hills Road, S. 49-30 E., 100.0 feet; thence S. 52-27 E. 75.0 feet to a point at the joint front corner of Lots 75 and 76; thence with the southeastern side of Foot Hills Road, S. 57-45 E., 100.0 feet; thence continuing along Foot Hills Road, S. 61-00 E. 100.0 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Barbara J. Harrison formerly Barbara J. Walker dated April 24, 1981 and recorded in the RMC office for Greenville County in Deed Book 1146 at page 980.

This mortgage is second and junior in lien to that certain mortgage to Barbara J. Harrison as recorded in the RMC Office for Greenville County in Mortgage Book 1539 at page 265 in the original amount of \$34,000.00 and having a current approximate balance of \$ 27,000.00

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.



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 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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