Foster & Zion, Attorneys at Law, Greenville, S. C.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 100x $1569\,$ page $679\,$

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

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Elizabeth Ellen Lyman and Selina K. Lyman

(hereinafter referred to as Mortgagor) is well and traly indebted unto Joseph H. and Vivienne B. Adams

(hereinafter referred to as Mortgages) 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

Fifteen Thousand and No/100ths----- Dollars (\$ 15,000.00) due and psyable

according to the terms of the promissory note of even date herewith which is incorporated herein by reference

with interest thereon from date at the rate of 9 per centum per annum, to be paid: monthly

: RSLEY

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for tases, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforestid 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 research does grant harmin sell and release unto the Mortgagoe its accounts of the sealing and delivery of these presents.

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 3 on a plat of the Property of Inez B. Hall, recorded in the RMC Office for Greenville County in Plat Book PP at page 143 and having according to a more recent plat of property of David S. Gammelgard, prepared by Jones Engineering Service, dated March 26, 1975, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Cuttino Drive at the joint front corner of Lots 2 and 3 and running thence with the northern edge of Cuttino Drive N. 78-31 E. 84.9 feet to an iron pin; thence continuing with Cuttino Drive N. 1-57 W. 119.6 feet to an iron pin; thence S. 78-31 W. 82.8 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence with the joint rear line of Lots 2 and 3 S. 0-44 E. 119.7 feet to an iron pin on the northern edge of Cuttino Drive, being the point of beginning.

THIS is the same property conveyed to the Mortgagor herein by deed dated May 6, 1982, of Joseph H. and Vivienne B. Adams, recorded in Deed Book 1166 at page 603 in the RMC Office for Greenville County on May 7, 1982.

THIS mortgage is second and junior in lien to that certain mortgage given by David S. Gammelgard to Molton, Allen & Williams on April 3, 1975, and filed for record on April 7, 1975, in the Office of the RMC for Greenville County, South Carolina, in Mortgage Book 1336, Page 367, in the original amount of \$21,900.00, the obligation of said first mortgage being expressly assumed by the Mortgagors herein by deed above-referenced.

Together with all and singular rights, members, herditaments, 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, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgages, 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
 - (2.5) Transfer of Property: Assumption. That if all or any part of the

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