Mortgagee's Address: P. O. Box 728, Simpsonville, SC 29681

1579 PARES

MORTGAGE OF REAL FSTATE Offices of Yarborough, Moore & Smock, Attorneys at Law, Greenville, S. C. Fil ED STATE OF SOUTH CAROLINA

COUNTY OF & REENVILLE

= 7 00. **S. C.** 

MORTGAGE OF REAL ESTATE

3 54 AH 182 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S FANKERSLEY R.M.C

WHEREAS,

PATRICIA A. MABRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THE PALMETTO BANK

(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 SIX THOUSAND NINETY-FOUR DOLLARS AND 20/100-----

-----Dollars (\$ 6,094.20

in sixty (60) consecutive monthly installments

with interest thereon from

at the rate of eighteen per centum per annum, to be paid:

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 (\$3.60) 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:

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ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in the Town of Simpsonville, being known and designated as Lot No. 172, Sheet 1, Section 2, of WESTWOOD SOUTH Subdivision as shown by plat prepared by Piedmont Engineers and Architects and Planners, recorded in Plat Book 7C at pages 65 and 66. Reference to said plat is hereby craved for a more particular description.

This being the same property conveyed to Patricia A. Mabry by deed of Builders & Developers, Inc. dated March 18, 1981 and recorded March 18, 1981 in the RMC Office for Greenville County, South Carolina in Book 1144 at page 535 and recorded April 1, 1981 in Book 1145 at page 473.

This mortgage is second and junior in lien to that certain mortgage given by Patricia A. Mabry to Farmers Home Administration dated March 18, 1981 in the original amount of \$34,400.00 and recorded in the RMC Office for Greenville County, South Carolina on March 18, 1981 in Book 1535 at page 447.

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 Montgagor further covenants to warrant and forever defend all and singular the said premises unto the Montgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.