

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GR... CO. S. C.  
JAN 10 4 33 PM '83  
DONN... HARRISLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, CALVIN RAY HENDRIX, JR. and SHERRY B. HENDRIX

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

JOHN F. GIGANTE and JOAN B. GIGANTE

(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

One Thousand Seven Hundred and no/100----- Dollars (\$ 1,700.00 ) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE  
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ 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 (\$3.00) 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 shown and designated as Lot 3, Section 2, Carolina Heights, of plat recorded in the RMC Office for Greenville County in Plat Book BBB at Page 161, and having, according to a more recent survey prepared by Jones Engineering Service, dated November 17, 1982, entitled "Property of John Gigante", the following metes and bounds, to-wit:

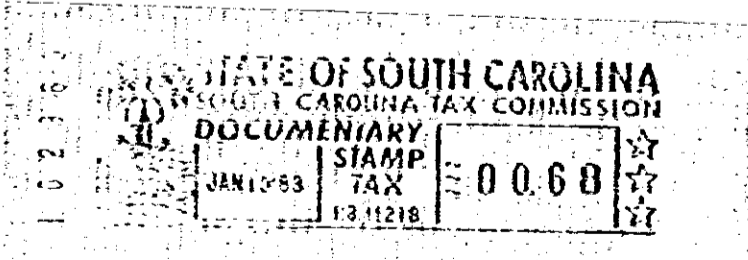
BEGINNING at an iron pin on the Southern side of Theodore Circle at the joint front corners of Lots 3 and 4 and running thence along Theodore Circle, S. 47-48 W. 100.00 feet to an iron pin; thence with the line of Lots 2 and 3 S. 38-21 E. 161.4 feet to an iron pin; thence with the rear line of Lot 3, N. 42-33 E. 125.00 feet to an iron pin; thence with the line of Lot 4, N. 47-27 W. 150.00 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of John F. Gigante and Joan B. Gigante, dated January 7, 1983 and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of Alliance Mortgage Company, dated January 6, 1983 in the original amount of \$39,100.00, and recorded in the RMC Office for Greenville County in REM Book 1591 at Page 158, and having a principal unpaid balance of \$39,100.00. Said Mortgage being recorded on January 7, 1983.

Mortgagee's Address:  
7 West Red Fox Trail  
Greenville, S. C. 29615

3 JAN 10 83 031



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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