

FILED
GREENVILLE

BOOK 1528 PAGE 827

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 3 3 16 PM '80

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David G. Arnold

(hereinafter referred to as Mortgagor) is well and truly indebted unto Danny E. Botts

*RT-12 P. H. Man Drive
Greenville, S.C. 29609*

(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 Three Thousand Eight Hundred Forty and 83/100

Dollars (\$3,840.83) due and payable

with interest thereon from _____ date _____ at the rate of twelve per centum per annum, to be paid: as per the terms of said note.

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

ALL that lot of land situate on the easterly side of Gaithburg Square, in the County of Greenville, State of South Carolina, being shown as Lot No. 36 on plat of Eastgate Village Subdivision dated May 15, 1973, prepared by Piedmont Engineers & Architects, recorded in Plat Book 4-X, page 31 in the RMC Office for Greenville County, and a more recent plat entitled "Property of Cobb Builders, Inc." dated October 3, 1980, prepared by Carolina Surveying Co., recorded in the RMC Office for Greenville County in Plat Book 8-G, page 54, reference is hereby craved to said more recent plat for a metes and bounds description thereof.

This is that property conveyed to Mortgagor by deed of Danny E. Botts dated and filed concurrently herewith.

This is a second mortgage junior to that of First Federal Savings & Loan Association as recorded in the RMC Office for Greenville County, in Mortgage Book ~~199~~ at Page ~~602~~ and having a balance this date of \$65,450.00.

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This mortgage is not assignable.

STATE OF SOUTH CAROLINA
RECORDS & DEEDS DIVISION
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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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