

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

OCT 19 12 13 PM '83 R.M.C. OFFICE  
MORTGAGE OF REAL ESTATE

DONNIE S. TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, Dana C. Mitchell, III,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Florence B. Mitchell

(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 Thirteen Thousand Eight Hundred Dollars (\$ 13,800.00 ) due and payable

with interest thereon from this date at the rate of nine (9%) per centum per annum, to be paid: annually

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 known and designated as Lot No. 31, fronting Riverside Drive, as shown by plat prepared by Carolina Surveying dated October 11, 1983 and recorded in the RMC Office for Greenville County in Plat Book 10-B at page 90, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Riverside Drive, joint front corner of Lots 32 and 31, and running thence along Riverside Drive N. 64-35E, 65.3 feet to an iron pin, joint front corner of Lots 31 and 30; thence turning and running along the joint line of Lots 31 and 30 S. 19-43E., 164.7 feet to an iron pin; joint rear corner of Lots 31 and 30; thence turning and running along the rear property line of Lot 31 S 65-36W., 76.5 feet to an iron pin, joint rear corner of Lots 32 and 31; thence turning and running along the joint line of Lots 32 and 31 N. 15-48 W., 164.8 feet to the point of beginning.

This being the same property conveyed to the Mortgagee herein by deed dated October 13, 1983 recorded in the RMC Office for Greenville County in Deed Book 1198 at page 446.

This Mortgage is junior and second priority to that certain mortgage to First Federal Savings & Loan Association of South Carolina recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1631 at page 170.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
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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 such 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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