104 Stonehaven Dr. Greenville, S.C.

DATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

HENRY CONSTRUCTION COMPANY, A DIVISION OF THE FRONT WHEREAS, PORCH - BEST SALES, INC. (hereinalter referred to as Mortgagor) is well and truly indebted unto W. D. YARBOROUGH

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

corporated herein by reference, in the sum of -FOUR THOUSAND NINE HUNDRED AND NO/100THS---- Dollars (\$4,900.00--) due and payable

PURSUANT TO THE TERMS OF THAT CERTAIN PROMISSORY NOTE EXECUTED ON EVEN DATE HEREWITH,

AS PER NOTE

with interest thereon from

per centum per annum, to be paid: AS PER 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, 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, on the Southwestern side of Hamby Road, and being known and designated as Lot 196 on a Plat of Forrester Woods, Section IV, made by R. B. Bruce on June 14, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 68, reference being had to said plat for a more complete metes and bounds description.

THE above described property is the same acquired by the Mortgagor by deed from Mortgagee dated November 25, 1983, to be recorded herewith.

THIS Mortgage is a second Mortgage and is junior in priority to that certain Mortgage given by the Mortgagor to First National Bank of South Carolina, dated November 25, 1983, to be recorded herewith.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its beirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinshove 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 Mortgague further covenants to warrant and forever defend all and ungular the said premises unto the Mortgague forever, from and against the Mortgagie and all persons whomsoever lawfully claiming the same or any part thereof.

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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 litted 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.

マイヤ (大学)