

ADDRESS OF MORTGAGEE: Post Office Box 485
Travelers Rest, South Carolina 29690

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Richard S. Mullinax

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(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

Twelve Thousand and No/100-----Dollars (\$ 12,000.00) due and payable in 120 equal monthly installments of One Hundred Ninety-Two and 63/100 (\$192.63) Dollars beginning on June 5, 1984 until paid in full,

with interest thereon from _____ date _____ at the rate of 14.75 per centum per annum, to be paid: monthly

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 _____

ALL that certain piece, parcel or lot of land, situate, lying and being, with all improvements thereon, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 58 on a plat of Sans Souci Heights made by J. C. Hill, Surveyor, on September 22, 1951 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book Y, at Page 25; and being more particularly described on a corrected plat of said subdivision recorded in the RMC Office for Greenville County, South Carolina, in Plat Book W at Page 154, and having according to said latter plat, the following metes and bounds, to-wit:

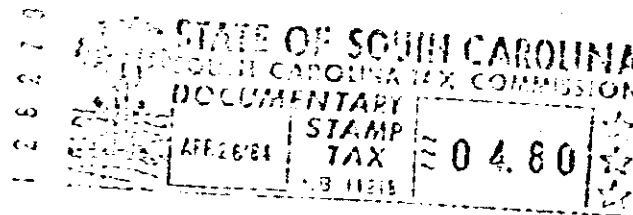
BEGINNING at a point on the southwestern side of Earnshaw Avenue at the joint front corner of Lots 57 and 58 and running thence along the common line of said lots, S. 60-19 W. 108.2 feet to an iron pin; thence along the rear lines of Lots 60 and 65, N. 34-52 W. 70 feet to an iron pin; thence along the common line of Lots 59 and 58, N. 60-19 E. 107.8 feet to an iron pin; thence along the said Earnshaw Avenue, S. 34-16 E. 70 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagor herein by deed of James Edward Carter and Charlotte C. Carter by deed dated April 25, 1984 and recorded April 25, 1984 in the RMC Office for Greenville County in Deed Book 1211 at Page 213.

This mortgage being junior in rank to that mortgage given to Carolina National Mortgage Invest. Co. in the original amount of \$17,800.00 dated 5/9/75 and recorded 5/12/75 in the RMC Office for Greenville County in Mortgage Book 1338 at Page 949.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become bested in any other person or party for any other reason whatsoever.

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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.

4. 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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