

MORTGAGE OF REAL ESTATE

Vol. 1003 p. 275

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 17 4 15 PM '84

JOHN E. SHEALY

WHEREAS, John E. Johns, Jr. and Tracy L. Shealy Johns

(hereinafter referred to as Mortgagor) is well and truly indebted unto John E. Johns

(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 **Thirty-One Thousand Five Hundred and No/100** Dollars (\$ **31,500.00**) due and payable

\$200.00 per month

with interest thereon from **date** at the rate of **0.00%** 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 on the northeastern side of Raintree Lane

being known and designated as Lot No. 61 as shown on a plat entitled PELHAM WOODS, SECTION ONE made by Piedmont Engineers and Architects dated June 19, 1970 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-F at Page 33, reference to said plat is hereby craved for the metes and bounds thereof.

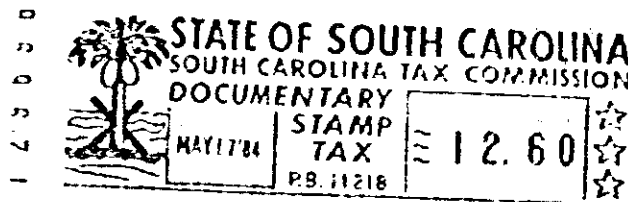
This conveyance is made subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

This being the same property as that conveyed to John E. Johns, Jr. by deed of Robert Kyle Hamilton and Nancy Carol G. Hamilton dated March 20, 1981 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1144 at Page 708.

This being the same property as that one-half interest conveyed to Tracy L. Shealy Johns by deed of John E. Johns, Jr. dated September 28, 1981 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1155 at Page 854.

This being a junior lien to that mortgage given by the Mortgagors herein to First Federal Savings and Loan Association of South Carolina, dated May 12, 1984 and recorded in the RMC Office for Greenville County herewith.

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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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