MARCHBANKS, CHAPMAN, & HARTER, P.A. MORTGAGE OF REAL ESTATE

111 TOY STREET, GREENVILLE, S. C. 29603

Mortgagee's Address:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS.

IN C? MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: VOL 1670 FASE 356

WE, MARK D. LIETCH and DEBORAH W. JONES,

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GARY WAYNE HAMILTON 7 thereinafter referred to as Mortgagor) is well and truly indebted unto

KEM VOIL 1696 MAIN 135 thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date line with the terms of which are incorporated 174 herein by reference, in the sum of Five Thousand One Hundred and NO/100 connect Jan Rosslow -- Daligs, (\$ 5, 100.00

## PER TERMS OF PROMISSORY NOTE OF EVEN DATE

per centum per annum, to be paid per terms of note 12.0% date at the rate of with interest thereon from

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 Mortgagoe 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 Mortgager 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 northwestern side of Ridgeway Avenue, in the City of Greenville, being shown as Lots Nos. 11 and 12 on the plat of property of A. F. Day and Zoe L. Ridgeway, recorded in Plat Book J, Page 93, and described as follows:

BEGINNING at an iron pin on the northwestern side of Ridgeway Avenue at the corner of Lot 9 and running thence with the line of lots 9 and 10 N. 56-04 W. 202.3 feet to an iron; thence S. 35-08 W. 50 feet to an iron pin; thence S. 56-04 E. 203.4 feet to an iron pin on Ridgeway Avenue; thence with the northwestern side of said avenue N. 33-56 E. 50 feet to the beginning corner.

This is the identical property conveyed unto Mortgagors herein by Deed of Gerald R. Glur, dated June 26, 1984, and recorded June 27, 1984, in the RMC Office for Greenville County, South Carolina, in Deed Book 1215 at Page 822.

This mortgage is second and junior in priority to that certain Mortgage given by Gerald R. Glur to The Kissell Company, dated April 19, 1984, and recorded April 24, 1984, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1658 at Page 890, in the original amount of \$33,325.00. Said mortgage was subsequently assumed by Mark D. Lietch and Deborah W. Jones on the 26th day of June, 1984. X19174 X

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THE PROPERTY HAS

For Value received Gary Wayne Hamilton hereby Transfers, Sets Over and assigns to Gerald R. Glur all my right, title and interest in the within Mortgage together with Note thereby secured.

Executed by

For REM to this Assignment see Book 1670 Page 356 Recorded Dec. 27, 1984 at 2:26 P/M WITNESS our hand and seal this 19th day of December 1984.

WITNESS: Laris J. Luncar

WITNESS: December A. Brown
Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident of appermining, 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.

CONTRACTOR OF THE PROPERTY OF

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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