MORTGAGE OF REAL ESTATE--Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

# MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ARLENE S. BAILEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto FOOTHILLS DELTA P., INC.

(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

Ten Thousand Nine Hundred and 00/100----------Dollars ($10,900.00----) due and payable

on or before August 3, 1977

with interest thereon from August 3, 1977 at the rate of nine (9%) per centum per annum, to be paid: on demand,

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, the Mortgagee's heirs, 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, and lying and being on the southern side of Plantation Drive and being known and designated as Lot No. 16 according to a plat of Holly Hill, Section 1, which said plat is recorded in the R.M.C. Office for Greenville County in Plat Book 5P at Page 72 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Plantation Drive at the joint front corner of Lot 16 and Lot 17 and running thence with the line of Lot 17, S. 2-03 W. 164.86 feet to a point; thence N. 87-57 W. 110.25 feet to a point in the rear line of Lot 15; thence with the line of Lot 15, N. 2-03 E. 159.6 feet to a point on the southern side of Plantation Drive; thence with the southern side of Plantation Drive, N. 89-18 E. 110.13 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of Foothills Delta P., Inc., said deed being dated of even date.

It is understood and agreed between the parties that this mortgage is junior to and subordinate to the lien of that certain mortgage heretofore given by Arlene S. Bailey to Heritage Federal Savings and Loan Association.

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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.

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

The Mortgagor covenants that is 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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