FILED GREENVILLE CO. S. C.

Cot 13 4 54 PH '77

200 1412 AC 824

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OONNIE S. TANKERSLEY R.H.C.

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

WHEREAS, FRANK R. WASHICK and SALLIE Y. WASHICK

hereinafter referred to as Mortgagor) is well and truly indebted unto MARVIN A. MILLS and FRANK P. GUARINO

(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

FORTY SEVEN THOUSAND AND NO/100THS----- Dollars \$ 47,000.00 in five equal annual installments, as outlined in an executed real estate note, the first payment due not later than July 1, 1978, and the four annual payments thereafter due not later than July 1 of each respective year.

with interest thereon from

DATE

at the rate of

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:

7%

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 in the sums for which the Mortgagor may be indebted to the Mortgagor of any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$5.60) 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, consisting of 31.55 acres more or less and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Scuffletown Road and running thence along the line of the Arthur Lawson property N. 82-34 W. 966.58 feet to a stone and running thence along the line of the Arthur Lawson and the F. D. Hunter Property S. 23-30 W. 503.64 feet to an old iron pin; thence S. 23-55 W. 1118.0 feet to an old stone; thence N. 71-15 E. 446.8 feet to an iron pin; thence continuing along the Huit Property S. 76-59 E. 527.38 feet to a point in the center of a county road; thence along said county road N. 13-25 E. 264.0 feet to a point in said road; thence N. 14-57 E. 234.46 feet to a point in the center of said county road; thence N. 28-16 E. 107.84 feet to a point in the center of said road; thence N. 57-46 E. 218.4 feet to a point in the center of said road; thence N. 64-57 E. 234.04 feet to a point in the center of said road; thence N. 16-25 E. 61.6 feet to an iron pin; thence N. 78-56 E. 280.94 feet to a point in the center of Scuffletown Road; thence along the center of Scuffletown Road N. 23-32 W. 465.5 feet to the point of beginning.

This being the same property acquired by the Grantors by deed of Marvin A. Mills and Frank P. Guarino, dated October 13th, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 106 at page

In the event of a default hereunder or under the note by reason of which the Mortgagee accelerates maturity of the indebtedness evidenced by the note and brings any action or proceedings on this mortgage and security agreement no deficiency or other personal judgment shall be sought or claimed against the Mortgagor or the Mortgagor's heirs, successors or assigns.

This mortgage is junior and subordinate to the lien of that certain mortgage from Marvin A. Mills and Frank P. Guarino to Marie L. Thomas, dated July 2, 1974 and recorded July 12, 1974 in the R.M.C. Office for Greenville County, South Carolina in REM Book 1316 at page 351.

> TATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP XAT

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 littled 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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof

TO N) ∞