ADDN 1437 PAGE 325

FILED GREENVILLE CO. S. C

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

11 5 3 50 FILTO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C

WHEREAS,

LINDA J. ACKER

(hereinafter referred to as Mortgagor) is well and truly indebted unto

IRENE S. TZOUVELEKAS

(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

\$7,000.00 by January 3, 1979 with the balance due one year from date.

with interest thereon from

date

at the rate of 8

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, bying and being in the State of South Carolina, County of Greenville in Butler Township, near the City of Greenville, being shown as Lot No. 6 on a plat of Lake Forest Heights, made by Piedmont Engineering Service, November 1955 and recorded in Plat Book GG at Page 153 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Yancey Drive, joint front corner of Lots 6 and 7 and running thence along the line of Lot No. 7, S. 73-13 W., 266.6 feet to an iorn pin, same being the joint rear corner of said Lots 6 and 7; thence N. 13-48 W., 110.1 feet to the joint rear corner of Lots 5 and 6; thence along the line of Lot No. 5, N. 73-13 E., 260.9 feet to the joint front corner of Lots Nos. 5 and 6; thence along the western side of Yancey Drive, S. 16-47 E., 110 feet to the beginning corner.

This is the same property conveyed to the mortgagor by Deed of Irene S. Tzouvelekas recorded July 5, 1978 in Deed Book 1082 at Page 536, RMC Office for Greenville County.

This mortgage is second and junior in lien to that given to Family Federal Savings and Loan Association by Linda J. Acker dated July 5, 1978 recorded in Mortgage Book 1437 at Page 321, RMC Office for Greenville County in the amount of \$48,000.00

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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 figures now or hereafter attacked, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures tid 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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