

MORTGAGE OF REAL ESTATE-Prepared by RIVERLAND MURRY, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

324 P.M.

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

WHEREAS, Herman F. Dill, Jr.

hereinafter referred to as Mortgagor is well and truly indebted unto W. E. Shaw, 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 and No/100-----**  
**Dollars \$ 10,000.00 due and payable**

in 120 days from date. Mortgagor has the right to prepay any or all of this indebtedness at any time without penalty.

and interest thereon from **date** at the rate of **10%** per centum per annum, to be paid **monthly**

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 above, than the advances made to or for his account to the Mortgagee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagee in hand well and truly paid to 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 ever grants, bargains, will and releases unto the Mortgagee its successors and assigns,

"All that certain piece, parcel or lots of land, with all improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville as shown on a plat to be recorded herewith entitled "Plat of Property of Herman Dill", dated December 5, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin, corner of lands now or formerly of Alvin Phillips, 40 feet from the centerline of Old Spartanburg Highway and running thence S. 43-38 W. 171.5 feet to an iron pin; thence N. 31-17 W. 180.3 feet to an iron pin; thence S. 31-17 W. 117 feet to an iron pin; thence along lot now or formerly of Jack E. Shaw, N. 33-31 W. 209.6 feet to an iron pin; thence N. 61-59 E. 216.6 feet to an iron pin; thence S. 44-16 E. 326 feet to the beginning corner, containing, according to said plat, 1.57 acres, more or less.

THIS being the same property conveyed to the Mortgagor herein by deed of W. E. Shaw, Inc., of even date, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage given to First Federal Savings & Loan Association in the amount of \$130,000.00, which mortgage was recorded in the RMC Office for Greenville County, S.C. on **Dec. 5, 1978**, in Mortgage Book **11** at Page **11**.

\$ 10,000.00

10% per month

120 months

1.57 acres

100-1000

Together with all and singular rights, easements, fixtures, and appurtenances to the same or either of them, now or hereafter or otherwise existing, whether in the title, possession, and rights which may accrue to the same, or either of them, now or hereafter or otherwise existing, and all and singular rights, easements, fixtures, and appurtenances to the same or either of them, now or hereafter or otherwise existing, which may be created, arising, or otherwise existing in or about the property described in the first clause of the first part of the real estate.

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

3. The Mortgagor covenants specifically to defend the premises against all persons whomsoever, and to keep the same in good condition and repair, and to pay all taxes, assessments, and other charges which may be levied upon the same, and that the premises shall not be used for any illegal purpose, and that the Mortgagor covenants to pay all taxes, assessments, and other charges which may be levied upon the same, and that the premises shall not be used for any illegal purpose.

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