MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.
9 11 56 AM '79
CONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

WHEREAS BRUCE A. FOX and TERESA G. FOX

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

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

Four Thousand and no/100 ---------- Dollars ($4,000.00) due and payable

Fifty-Two and no/100 ($52.00) Dollars commencing March 15, 1979, and Fifty-Two and no/100 ($52.00) Dollars on the 15th day of each and every month thereafter until paid in full;

with interest thereon from N/A at the rate of N/A per cent per annum, to be paid: N/A

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 other purposes pursuant to the covenants of this mortgage;

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 the Mortgagor's 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, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, and being a portion of that property on a survey for Conyers Rochester prepared by Carolina Surveying Company on March 30, 1974, and containing ten (10) acres of land, more or less, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the middle of Ledbetter Road and running thence N. 41-08 W. 455.5 feet to an iron pin; thence N. 27-08 W. 204.1 feet to an iron pin; thence turning and running N. 68-50 E. 761.7 feet to an iron pin; thence running N. 49-15 E. 528 feet to an iron pin; thence turning and running with Ledbetter property S. 31-30 W. 167.6 feet to an iron pin; thence continuing with Ledbetter property S. 0-30 W. 132 feet to an iron pin on Ledbetter Road; thence with said Road S. 24-0 W. 246.8 feet to an iron pin; thence S. 43-0 W. 285.1 feet to an iron pin; thence S. 33-0 W. 497.6 feet to an iron pin in the middle of Ledbetter Road; thence S. 57-30 W. 163.7[illegible] feet to the beginning corner.

Derivation: Conyers Rochester, Deed Book [illegible] at Page [illegible], in the R.M.C. Office for Greenville County, South Carolina, on the [illegible] day of February, 1979.

This Mortgage is subordinate and junior to that certain Mortgage which appears in Mortgage Book [illegible] at Page [illegible], recorded on the [illegible] day of February, 1979, in the R.M.C. Office for Greenville County, South Carolina.

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TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in anywise appertaining, and all of the rents, issues and profits which may arise or be paid for the use of said premises, and all heating, lighting, plumbing, refrigerating, air conditioning and ventilating fixtures now or hereafter attached to, connected with or situated in or upon said premises, whether the same be furnished by the owner or others, it being intended and agreed that all such fixtures and equipment shall be deemed to be permanent fixtures and a part of the realty, and all of the foregoing hereinafter sometimes called "premises".

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove conveyed in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the said premises, that all liens and encumbrances except as aforesaid, and that the premises are free and clear of all liens and encumbrances except as aforesaid, and that it will forever warrant and defend the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.