MORTGAGE - INDIVIDUAL FORM - DILLARD & MITCHELL, P.A., GREENVILLE, S. C. 7: 1412 + 120

O STATE OF SOUTH CAROLINAGE PROCESS

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth BON Nail 40

O thereinafter referred to as Mortgagor) is well and truly indebted unto ... J. D. Ball

thereinafter 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

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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land together with all buildings and improvements, situate, lying and being at the southeastern corner of the intersection of Suber Mill Road with Beaco Road in Greenville County, South Carolina being shown and designated as 3.00 acres on a plat of the Property of Greenville Development Corporation made by Freeland and Associates, surveyors, dated November 22, 1977, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 6-L, Page 55 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Suber Mill Road with Beaco Road and running thence with the southern side of Suber Mill Road, N. 61-47 E. 283.5 feet to an iron pin; thence S. 28-29 E. 325 feet to an iron pin at the corner of property of Greenville Development Corporation; thence with the line of said property, S. 60-41 W. 513 feet to an iron pin on Beaco Road; thence with the eastern side of Beaco Road, N. 6-00 E. 405 feet to the point of beginning.

The above property is the same property conveyed to Kenneth L. Nall by deed of J. D. Ball of even date to be recorded herewith.

The within mortgage is junior in lien to a first mortgage given by J. D. Ball to First Federal Savings and Loan Association dated January 17, 1978 in the original sum of \$74,200.00, recorded January 17, 1978 in Mortgage Book 1421 at Page 139, with a present balance due in the sum of \$72,214.99.

A default in the terms and conditions of a note from Southeastern Metal Products, Inc. to Southeastern Steel Fabricators, Inc. dated June 30, 1979 shall constitute a default in the terms and conditions of the within mortgage and the note which this mortgage secures.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 hereinshove 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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The property of

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