MORTGAGE OF REAL ESTATE Greenville, S. C. MORTGAGE OF REAL ESTATE Greenville, S. C.

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

WHEREAS, WE, HAROLD E. CHARPIA and GLORIA A. CHARPIA

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN M. FLYNN

date

(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

with interest thereon from

at the rate of 15%

per centum per annum, to be paid: at maturity

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 Mortgagoe 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 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 Mortgagoe, the Mortgagoe's heirs, 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, known and designated as Lot No. 76 of a subdivision known as Dove Tree, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4B at page 8 and according to said plat has the following metes and bounds to-wit:

Beginning at an iron pin on the southern side of Dove Tree Road at the joint front corner of Lots Nos. 76 and 77 and running thence with the joint line of said lots S. 4-54 W. 160 feet to an iron pin; running thence N. 86-54 W. 58.8 feet to an iron pin; running thence N. 71-05 W. 90 feet to an iron pin at the joint rear corner of Lots Nos. 76 and 75; running thence with the joint line of said lots N. 15-40 E. 159.7 feet to an iron pin on the southern side of Dove Tree Road; running thence with the southern side of said road S. 74-13 E. 97.7 feet to an iron pin; running thence S. 86-54 E. 20.3 feet to an iron pin point of beginning.

This is the same property conveyed to mortgagors by W. N. Leslie, Inc. by deed dated and recorded Dec. 13, 1974 in deed vol. 1011 page 711 of the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage held by Fidelity Federal Savings and Loan Association recorded in vol. 1380 page 472 of the RMC Office for Greenville County, S. C.

GCTO -----31

STATE OF SOUTH CAROLINA

DOCUMENTARY

STAMP

3 2 4 9 7

BE 11911

Mortgagor's address: 106 W. Stone Avenue Greenville, S. C. 29609

415

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 fitted 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 is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and it 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.

4328 RV-2