STATE OF SOUTH CAROLINA (1) 3 30 PH 181

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GORDON MONTROY PETTIT, AND MARK WALKER PAYNE

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

FIRST CAROLINA CONSTRUCTION CO.

(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

SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 llars (\$ 6,750.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from

at the rate of

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:

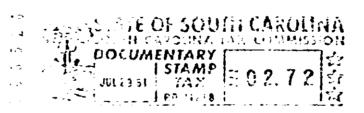
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Unit No. 46, of Faris Ridge Horizontal Property Regime as is more fully described in Master Deed dated May 10, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1102 at Page 618 through 682, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville county, South Carolina in Plat Book 6V at Page 96.

THIS mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan, dated July 29, 1981, and recorded July 29, 1981, in the R.M.C. Office for Greenville County in R.E.M. Book 1548 at Page 336 in the original amount of \$25,000.00

Derivation: First Carolina Const Co Deed Book 1152 page 572 Rec. July 29, 1981.



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 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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