MORTGAGE OF REAL ESTATE

303.1569 1431776

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

RSLEY
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, M. HEYWARD WHETSELL, JR. and SHERRILL ALTMAN WHETSELL

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

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 Greenville, in Greenville Township, about three and a quarter miles Southeastward from the Greenville Courthouse between Augusta Road and Reedy River, South of the Greenville Country Club Golf Course, having a frontage of One Hundred Fifty-three and Two-tenths (153.2) feet, more or less, on the East side of Sylvan Way, composed of Lots Nos. 112, 113, 114, 115 and 116, as shown on Dalton & Neves Plat of Marshall Forest, made on October, 1928, and recorded in the Office of the Register of Mesne Conveyance for said County in Plat Book "H", on Pages 133 and 134 and having such metes and bounds as are shown on said Plat, to-wit:

BEGINNING at an iron pin on the Eastern side of Sylvan Way at the joint front corner of Lots Nos. 111 and 112 and running thence with the line of Lot No. 111 N. 45-20 E. 190.9 feet to an iron pin on the Southern side of alley designated as 10-foot reservation for pipes and poles; thence with the Southern side of said alley designated as 10-foot reservation for pipes and poles S. 85-20 W. 234.3 feet to an iron pin on the Eastern side of Sylvan Way; thence with the Eastern side of Sylvan Way the following courses and distances: S. 28-26 E. 53.2 feet to an iron pin; S. 42-23 E. 100 feet to the point of beginning.

This Mortgage is second and subordinate to that Mortgage given to South Carolina Federal Savings and Loan Association dated August 31, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1449 at Page 95 and recorded in Mortgage Book 1449 at Page 256.

This is the same property conveyed to the Mortgagors herein by Deed of Edward R. Hamer, Jr. and Claudia A. Hamer, dated July 30, 1979, and recorded July 30, 1979, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1108 at Page 76.

This is to CORRECT and REPLACE that certain Mortgage by the Mortgagors herein to the Mortgagee herein, dated May 4, 1982, and recorded in said R.M.C. Office in Mortgage Book 1569 at Page 423.

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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 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 heireinabove 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.