≈ LØNG, BLACK & GASTON 800×1573 PAGE 278

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SAMUEL YAU and EVANGELINE E. YAU WHEREAS,

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

DAVID E. LUNN and CHERYL A. LUNN

(hereinaster 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

NINETEEN THOUSAND DOLLARS AND NO/100----- Dollars (\$ 19,000.00) 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:

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ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the northwestern side of Brighton Lane, in Greenville County, South Carolina, being shown and designated as Lot No. 66 on a plat of COLONIAL HILLS, SECTION I, made by Piedmont Engineers and Architects, dated April 24, 1964, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book FFF, page 102, reference to which plat is hereby craved for the metes and bounds thereof.

THIS mortgage is junior in lien to that certain mortgage in favor of Collateral Investment Company, dated May 5, 1975, and recorded in the RMC Office for Greenville County in REM Book 1338 at Pgae 409, in the original amount of \$27,950.00, and having a principal unpaid balance of \$26,012.38.

THIS is the same property conveyed to the Mortgagor's herein by deed of David E. Lunn and Cheryl A. Lunn, dated June 17, 1982, and recorded simultaneously herewith.

Mortgagee's Address:

303 PAddock LANG breen, S.C. 29651

TA THE PARTY OF THE PROPERTY O

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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