

Mortgagee's Address: N. Executive Plaza
2320 East North Street
Greenville, S. C. 29607

MORTGAGE OF REAL ESTATE—Office of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

BOOK 1401 PAGE 161

JUN 15 4:59 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN H. S. TANKERSLEY
R.H.C.

MORTGAGE

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TO ALL WHOM THESE PRESENTS MAY CONCERN: Walter H. Mathis and Frances L. Mathis

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Bob Maxwell Builders, Inc.

(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

Eight thousand four hundred and no/100ths----- DOLLARS (\$ 8,400,00),
with interest thereon from date at the rate of 8 per centum per annum, said principal and interest to be repaid: upon completion of that home to be constructed by Bob Maxwell Builders, Inc. on Lot 39 Gray Fox Run and final approval by Fidelity Federal Savings and Loan Association with interest thereon from maturity at the rate of eight 8% percent per annum to be computed and paid upon demand

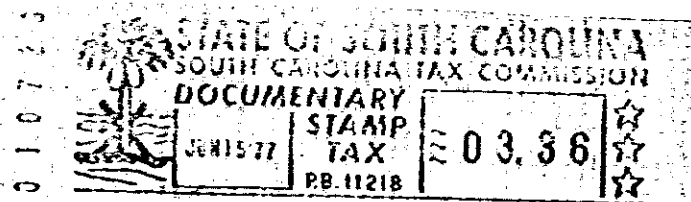
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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, being shown and designated as Lot No. 39 on plat of Gray Fox Run prepared by C. O. Riddle, dated November 6, 1975, recorded in the R. M. C. Office for Greenville County in Plat Book 5-P at Page 9 and revised March 4, 1976, said revised plat being recorded in the R. M. C. Office for Greenville County in Plat Book 5-P at Page 16 and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Stonecutter Lane at the joint front corner of Lots 39 and 40 and running thence along the common line of said lots S. 87-24 E. 130 feet to an iron pin at the common corner of Lots 39, 40 and 41; thence along the common line of Lots 39 and 41 S. 22-31 E. 47.9 feet to an iron pin; thence S. 2-00 W. 56.55 feet to an iron pin at the joint rear corner of Lots 38 and 39; thence N. 87-24 W. 150.8 feet to an iron pin at the joint front corner of said lots on the eastern side of Stonecutter Lane; thence along said lane, N. 2-36 E. 100 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to the mortgage of Walter H. Mathis and Frances L. Mathis to Fidelity Federal Savings and Loan Association dated June 14, 1977, in the original amount of \$37,550.00 and recorded in Mortgage Book 1401 at Page 158.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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