

JUL 31 3 37 PM '78

BOOK 1439 PAGE 859

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEDONNIE S. TAMMERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Garrett, Howard & McCauley Construction Company, Inc.

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

(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 Seven Thousand Five Hundred and 00/100-----

Dollars (\$ 7,500.00) due and payable

according to the terms thereof, said Note being incorporated herein by reference.

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:

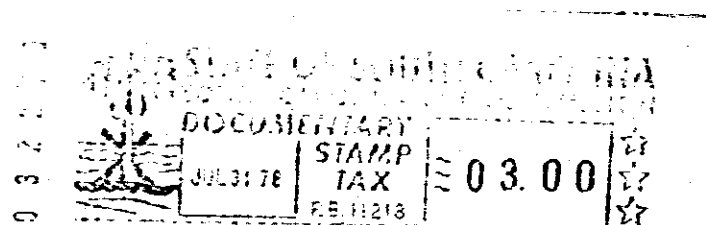
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 59, of a Subdivision known as Canebrake I as shown on a plat thereof prepared by Enwright Associates, dated August 18, 1975 and revised October 6, 1975, and recorded in the Greenville County R.M.C. Office in Plat Book 5-D at Page 96, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Duquesne Drive, joint front corner of Lot Nos. 58 and 59 and running thence with the joint line of said lot N. 20-34 W. 141.13 feet to an iron pin in the joint rear line of Lot No. 51, joint rear corner of Lot Nos. 58 and 59; thence with the rear line of Lot No. 51 and continuing with the rear line of Lot No. 50 S. 67-05 W. 90.00 feet to an iron pin in the rear line of Lot No. 50, joint rear corner of Lot Nos. 59 and 60; thence running with the joint line of Lot Nos. 59 and 60 S. 20-33 E. 141.73 feet to an iron pin on the northeastern side of Duquesne Drive, joint front corner of Lot Nos. 59 and 60; thence running with said Drive in a northeasterly direction an arc distance of 19.00 feet to an iron pin; thence continuing with said Drive N. 67-05 E. 71.00 feet to the point of beginning.

THIS is a second mortgage being subject to that first mortgage given to First Federal Savings and Loan Association and being recorded in the R.M.C. Office for Greenville County, in Mortgage Book 1439 at Page 856 on July 31, 1978, in the original amount of \$ 40,000.00.

THIS being the same property as conveyed to the Mortgagor herein by deed of College Properties, Inc. and being recorded in the R.M.C. Office for Greenville County in Deed Book 1084 at Page 356 on July 31, 1978.

THE address of the Mortgagee herein is: P. O. Box 408, Greenville, S. C. 29602.



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 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.