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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert L. Wylie, III and Virginia S. Wylie

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jodie C. Hall and Brenda G. Hall

(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 TEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 10,500.00) due and payable

on demand, this mortgage to bear no interest

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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

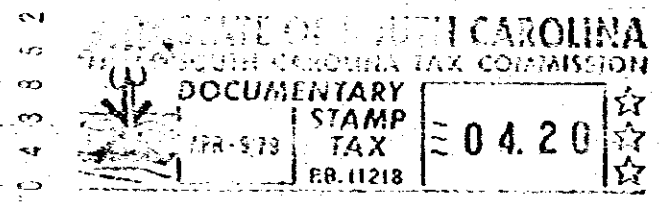
ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 2 containing 1.44 acres, more or less, as shown on a plat of Property of Franklin Enterprises, Inc. prepared by C.O. Riddle, Surveyor, dated April 21, 1973 recorded in the RMC Office for Greenville County in Plat Book 4-Y at Page 139 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Meadowood Lane at the joint front corner of Lots 1 and 2 and running thence along the joint line of Lots 1 and 2, N. 84-57 E., 473.5 feet to an iron pin on the line of Property now or formerly of F. Harold Gillespie; thence with the Gillespie property line, S. 14-02 W., 148.17 feet to an iron pin at the joint rear corner of Lot No. 2 and other property of Franklin Enterprises, Inc.; thence with the other property of Franklin Enterprises, Inc., S. 84-57 W., 425.1 feet to an iron pin on the eastern edge of Meadowood Lane; thence with the edge of Meadowood Lane, N. 5-03 E., 140 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors by Deed of Franklin Enterprises, Inc. recorded July 20, 1973.

This mortgage is second and junior in lien to that given to Fountain Inn Federal Savings and Loan Association now United Federal Savings and Loan Association recorded in Mortgage Book 1285 at Page 318.

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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 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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