

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
MAY 2 1980
JERRY L. PACE
GAIL S. PACE
BY _____
SHERMAN S. SLEY

**MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

WHEREAS, we, Jerry L. Pace and Gail S. Pace,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ann Vondersmith and William M. Vondersmith

(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

Twenty-Two Thousand and No/100-----
Dollars (\$ 22,000.00) due and payable

in accordance with the terms of the note of even date,

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, on the northeastern side of Red Oak Court being shown as Lot #102 on a plat of HOLLY TREE PLANTATION, PHASE II, SECTION III, prepared by Piedmont Engineers, dated August 17, 1977, recorded in Plat Book 6-H at Page 10 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Red Oak Court at the joint front corner of Lots 102 and 103 and running thence with Lot 103, N. 40-52 E., 230 feet to an iron pin at the joint rear corner of Lot 102 and Lot 103; thence with Lot 106, S. 49 E., 40 feet to an iron pin at the joint rear corner of Lots 101, 102, and 106; thence with Lot 101, S. 8-44 W., 246.64 feet to an iron pin on Red Oak Court; thence with said Court, N. 75-00 W., 19.05 feet, N. 65-31 W., 43.4 feet; N. 57-40 W., 38.59 feet; N. 49-13 W., 39.17 feet, and N. 40-29 W., 35.45 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by the Mortgagees herein by deed dated March 28, 1980, to be recorded herewith.

This mortgage is second and junior in lien to that certain mortgage given by Jerry L. Pace and Gail S. Pace to First Federal Savings and Loan Association dated March 28, 1980 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1499 at Page 418.

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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