

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WILKINS, WILKINS  
ATTORNEYS AT LAW

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

WHEREAS, WE, RAMON MARTINEZ, JR. and DEBBIE S. MARTINEZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRYVE R. ROD and/or EVELYN D. ROD  
1000 Kenilworth Drive  
Greenville, SC 29615

(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

Five Thousand ----- Dollars (\$ 5,000.00 ) due and payable  
\$126.97 on June 1, 1982 and a like amount on the first day of each and every month thereafter  
until the entire principal sum and accrued interest are paid in full; said installments to  
be applied first in payment of interest and then to principal

with interest thereon from date at the rate of 18% per centum per annum, to be paid: monthly

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, the Mortgagee's heirs, successors and assigns:

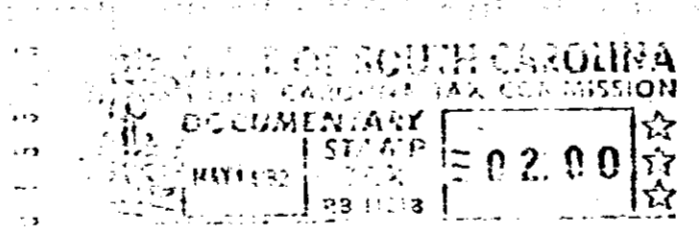
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 79 on plat of WINDSOR PARK, which plat is recorded in the RMC Office for Greenville County in Plat Book RR, at page 25, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Swinton Drive at the joint front corner of Lots 78 and 79, and running thence along Swinton Drive S. 30-15 E. 120 feet to an iron pin at the joint corner with lot 80; thence along the line of Lot 80, N. 59-45 E. 92.3 feet to an iron pin; thence N. 6-20 W. 131.3 feet to an iron pin at the joint rear corner of Lots 78 & 79; thence along the line of Lot 78, S. 59-45 W. 145.6 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagor by John Robert Bishop and Anna Mariea Bishop by deed of even date herewith to be recorded.

This mortgage is junior in lien to that certain mortgage given to NCNB Mortgage Corporation (now Bankers Mortgage Corporation) recorded in vol. 1475 page 452.

This mortgage may not be assumed without written consent of the mortgagee.



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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 is 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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