

125 OAK PARK DR.
MAULDIN SC 29662

BOOK 1570 PAGE 267

STATE OF SOUTH-CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES C. BERLING and EMILY K. BERLING

(hereinafter referred to as Mortgagor) is well and truly indebted unto HAROLD THOMAS LAWLER, JR. and DANA B. LAWLER

(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 NINE THOUSAND TWO HUNDRED AND NO/100-----

Dollars (\$ 9,200.00) due and payable

with interest thereon from April 30, 1982 at the rate of 12.0 per centum per annum, to be paid:
per terms of note of even date

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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, being known and designated as Lot 20 on a plat of Holly Springs Subdivision, Section One, prepared by Piedmont Engineers and Architects, dated February 23, 1971, and having, according to said plat recorded in Plat Book 4-N at page 5, the following metes and bounds, to-wit:

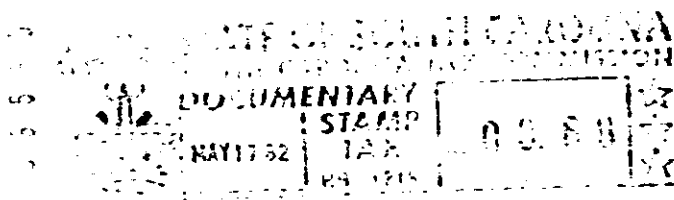
BEGINNING at an iron pin on the Westerly edge of Blackgum Court, at the joint front corner of Lots 19 and 20, and running thence with the line of Lot 19, N. 61-23 W. 186.5 feet to an iron pin; thence S. 13-16 W. 180.0 feet to an iron pin, at the joint rear corner of Lots 20 and 21; thence with the line of Lot 21, N. 80-55 E. 159.6 feet to an iron pin on the Western edge of Blackgum Court; thence with the edge of said Court N. 14-31 E. 45.0 feet to an iron pin; thence continuing with the edge of said Court N. 64-30 E. 40.0 feet to an iron pin being the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Harold Thomas Lawler, Jr., and Dana B. Lawler dated April 30, 1982 and recorded in the RMC office for Greenville County in Deed Book 1166 at page 922.

This mortgage is second and junior in lien to that certain mortgage to Charter Mortgage Company in the original amount of \$57,375.00 and having a current approximate balance of \$56,621.14 as recorded in the RMC Office for Greenville County in Mortgage Book 1485 at page 39.

In the event the mortgagors convey the property covered by this mortgage, in such event, the entire amount is due and payable immediately. This mortgage is not assumable.

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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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