

Mortgagee's address: c/o 217 E. Coffee St., Gvl., S. C., 29602 (H. Sanders)
MORTGAGE OF REAL ESTATE - Offices of Leatherwood S. Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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RECORDED
CLERK

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

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WHEREAS, Jimmy D. Ballard and Sharon S. Ballard

(hereinafter referred to as Mortgagor) is well and truly indebted unto 417 Properties, a South Carolina General Partnership,

(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 and no/100

Dollars (\$ 9,000.00) due and payable

with interest thereon from date at the rate of thirteen per centum per annum, to be paid: in full six (6) months from date or upon sale of a residence owned by Mortgagor at Irmo, South Carolina, whichever first occurs.

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:

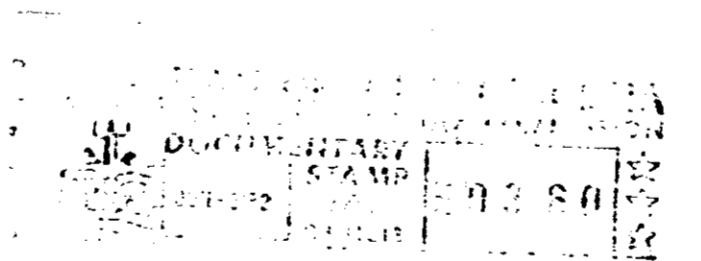
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in O'Neal Township, being shown on plat survey prepared by R. B. Bruce, R.L.S. No. 1952, dated November 3, 1978, entitled "Property of Philip D. Bowers and Sandra C. Bowers, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6X, at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the right-of-way of South Carolina Highway 290 and running along the line of other M. D. Moon property, S. 48-20 W. 158.7 feet to the corner iron pin; thence further along the line of M. D. Moon property, N. 42-00 W. 189.7 feet to a corner iron pin; thence along the line of J. W. Carlton property, N. 43-12 E. 160.2 feet to an iron pin at the right-of-way of South Carolina Highway 290; thence along the line of said Highway right-of-way, S. 41-44 E. 203.5 feet to the point of beginning.

This is a second mortgage being junior in lien to a first mortgage covering the above-described property executed and delivered by Philip D. Bowers and Sandra C. Bowers to Collateral Investment Company in the original amount of \$54,600.00, dated November 10, 1978, and recorded November 13, 1978 in the R.M.C. Office for Greenville County in Mortgage Book 1449, Page 825.

Any default under the above-described mortgage shall constitute a default under this mortgage.



The above described property is the same property conveyed to the mortgagor by deed of Philip D. Bowers and Sandra C. Bowers recorded June 8, 1982 in Deed Book 1168 at page 231.

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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