

94 Lee Street
Chickasaw, Alabama 36611
MORTGAGE OF REAL ESTATE - Office of B. BRADLEY STEPHAN, JR., Attorney at Law, Greenville, S. C.

1577 546

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C.
13 AU '82

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TALMADGE JACKSON and LOLA W. JACKSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto OPAL T. JACKSON

(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 Fifteen Thousand and No/100----- Dollars (\$15,000.00) due and payable

as follows: Sixty (60) monthly installments of \$341.30, beginning August 15, 1982, to be paid on the 15th day of each and every month thereafter until paid in full.

with interest thereon from date at the rate of 13% per centum per annum, to be paid monthly.

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, in Butler Township, containing 1.76 acres, more or less, more definitely shown on Survey for Carl A. Harbin and Frances K. Harbin, made by R. B. Bruce of Carolina Surveying Co., dated August 2, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-Y at Page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Ashmore Road at the joint corner of properties now or formerly owned by Harbin and running with Ashmore Road, N. 8-25 E. 355 feet to an old iron pin; thence S. 54-01 E. 256.9 feet to an old iron pin; thence S. 10-00 E. 250 feet to an iron pin; thence N. 81-23 W. 306.7 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of Carl A. Harbin and Frances K. Harbin, dated January 5, 1979 and recorded in the RMC Office for Greenville County on January 8, 1979 in Deed Book 1094 at Page 977.

THIS mortgage is second and junior in lien to that mortgage given to Fidelity Federal Savings & Loan Association (now American Federal Savings & Loan Association), in the original amount of \$46,400.00, dated March 22, 1979 and recorded in the RMC Office for Greenville County on March 23, 1979 in Mortgage Book 1460 at Page 618.

RECORDED
1982
AUG 13
GREENVILLE
SOUTH CAROLINA
4328 RV.2

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

10549

4328 RV.2