

MAR 10 3 30 PM '77

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, Jerry D. Shive and Marsha C. Shive

(hereinafter referred to as Mortgagor) is well and truly indebted unto IBM Raleigh Employees Federal Credit Union of Raleigh, North Carolina

(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 Three Thousand Six Hundred Fifty and 00/100

Dollars (\$ 3,650.00 ) due and payable

in thirty (30) monthly installments of One Hundred Thirty-eight and 86/100 (\$138.86) Dollars each; first installment beginning on the 6th day of April, 1978, and on the same day of each succeeding month thereafter until paid in full. Payments are to be applied to interest first and then to principal.

with interest thereon from \_\_\_\_\_ date at the rate of 10.5 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

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being on the northern side of Del Norte Road near the city of Greenville, in the State and County aforesaid, known and designated as Lot No. 99 of a subdivision known as an Addition to Section 4, Del Norte Estates, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-N at page 10.

This being the same property conveyed to the mortgagors herein by deed of Sam F. Holcombe, III and Gayle F. Holcombe, dated March 8, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Volume 1052 at page 485 on March 10, 1977.

This mortgage is junior in lien to that certain mortgage executed by John D. Shive and Marsha C. Shive to North Carolina National Bank in the original principal sum of Thirty-seven Thousand Four Hundred Fifty and 00/100 (\$37,450.00) Dollars and recorded in the RMC Office for Greenville County, South Carolina March 10, 1977 in Mortgage Book 1391 at Page 327.

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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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