

MAIL TO: Virgil L. Balliew, Sr., P. O. Box 193, Greenville, S. C. 29602

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FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

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Greer, S.C. 29651

COUNTY OF GREENVILLE, S. C. MORTGAGE OF REAL ESTATE

MAY 15 10 11 AM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VIRGIL L. BALLIEW, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto VIRGIL L. BALLIEW, SR.

(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/100ths Dollars (\$ 15,000.00) due and payable

in six equal annual installments of \$2,500.00 each beginning January 2, 1980 and each January 2 thereafter until paid in full.

with interest thereon from date at the rate of none per centum per annum, to be paid:

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:

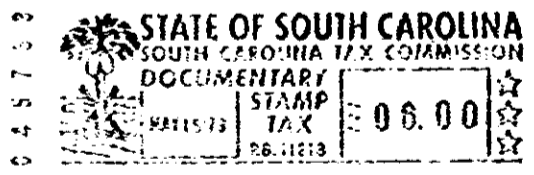
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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,

containing 1.20 acres according to a plat prepared for Virgil L. Balliew, Jr., by Carolina Surveying Co., dated April 12, 1979 and recorded in Plat Book 7-E at page 67 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat. Said tract fronts on the northwesterly side of McElhaney Road a total distance of 200 feet.

THIS is the identical property conveyed to the Mortgagor by deed of Virgil L. Balliew Sr. to be recorded of even date herewith.

THIS mortgage is second and junior in lien to that certain mortgage held by First Federal Savings and Loan Association from Virgil L. Balliew, Jr. in the original amount of \$35,000.00 to be recorded of even date herewith.



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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 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.

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