

133 Business Drive, Greenville, S.C.

MORTGAGE OF REAL ESTATE -

1509 491

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
R.M.C. S.C.
14 20 PM '80
GREENVILLE
R.S. WATERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Angelo Danigo and Shirley L. Danigo

(hereinafter referred to as Mortgagor) is well and truly indebted unto Roger W. Buchanan and Shelba Buchanan

(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

Eighteen Thousand, Seven Hundred Nineteen and 27/100ths-----Dollars (\$18,719.27) due and payable

with interest thereon from even date at the rate of 11½ per centum per annum, to be paid: as specified in said promissory note.

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, being known and designated as a major portion of Lot 68 on plat of KIRKWOOD HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book EE, Pages 110 & 111, and being described as follows in accordance with a more recent plat prepared by Campbell and Clarkson, Engineers, to-wit:

BEGINNING at an iron pin on the westerly side of Owens Street, joint front corner of Lots 67 and 68, and running thence with the line of Lot 67, N 64-18 W 163.2 feet to an iron pin; thence N 64-18 W 11 feet to a point in the center of a branch; thence with the center of said branch as the line (the traverse line commencing 11 feet back from said branch & being N 26-43 E 75.3 feet to an iron pin); thence in a new line through Lot 68, S 47-49 E 4.3 feet to an iron pin; thence S 47-49 E 49.3 feet to an iron pin; thence S 65-03 E 114.4 feet to an iron pin; thence along the westerly side of Owens Street, S 25-35 W 62.4 feet to the point of beginning.

DERIVATION: This is the same property conveyed to Mortgagor herein by Deed of Mortgagee as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1130 , Page 268, on July 30, 1980.

This mortgage is junior and second in lien to that certain mortgage given to Aiken-Speir, Inc. as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1336, Page 331. This mortgage represents a purchase money second mortgage.

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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 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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