Alice E. Howard - III Partigna St, Constitution, St.

STATE OF SOUTH CAROLINA

COUNTY OF GREBNVILLE 12 4 00 PH '80

MORTGAGE OF REAL ESTATE

# 1020 m201

DONN : STANKERSLEYO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, Stephen F. Heiner and Kelsey B. Heiner

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Alice E. Howard

as per the terms of that promissory note dated December 2, 1980

with interest thereon from date at the rate of 10% 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 aforessic 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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, self and release unto the Mortgagoe, 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 piece, parcel or lot of land, lying and being situate in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 6-A and Pt. Lot 6, on plat entitled "Property of Stephen F. Heiner and Kelsey B. Heiner" as recorded in Plat Book 2-() at Page 30, in the RMC Office for Greenville County, S.C., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the front corner of said Lot No. 6-A, being at the intersection of McDaniel Avenue and McIver Street running thence along McIver Street, S. 84-35 E. 164.75 feet to an iron pin; thence S. 4-15 W. 120.0 feet to an iron pin; thence N. 84-35 W. 164.75 feet to an iron pin; thence N. 4-15 E. 120.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Alice E. Howard as recorded in Deed Book 15.26 at Page 260, in the RMC Office for Greenville County, S.C., on December 2, 1980.

THIS IS A SECOND MORTGAGE

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Together with all and singular rights, members, herditaments, and appurtecences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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