LAW OFFICES OF KRISSEXX LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA MORTGAGE OF REAL ESTATE  $GRF_{SM}FH_{CO}$ 

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

00, NIE 5. TANKERSLEY

MORTGAGE OF REAL ESTATE 703

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS,

Edward M. Reese

(hereinaster referred to as Mortgagor) is well and truly indebted unto B. A. Franks

(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 and No/100------

Dollars (\$ 3,000.00

) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from

at the rate of

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, the Mortgagee's heirs, 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 on East Parker Road and being shown and designated as Lot 33 and part of Lot 33-A on plat of Morgan Hill, recorded in the RMC Office for Greenville County in Plat Book A at Page 69, and having such courses and distances as will appear by reference to Plat entitled "Property for Wilton L. Davenport, Jr." and Mary J. Davenport" recorded in the RMC Office for Greenville County in Plat Book 5-Z, at Page 63.

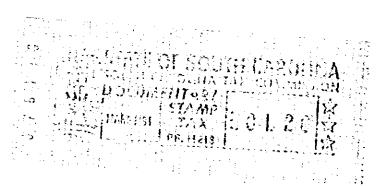
This being the same property acquired by the Mortgagor by deed of B. A. Franks of even date to be recorded herewith.

This is a second mortgage, junior in lien to that certain mortgage to Cameron-Brown Company in the original amount of \$14,500.00 recorded in the RMC Office for Greenville County in Mortgage Book 1386 at Page 595 on January 4, 1977 and re-recorded in the RMC Office for Greenville County in Mortgage Book 1387 at Page 178 on January 12, 1977; said mortgage having a present balance of approximately \$13,936.41.

Mortgagee's Mailing Address: 204 Eastbourne Road

204 Eastbourne Road Greenville, S. C. 29611

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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 is 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 provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee lorever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.