

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, HENRY E. MILETTI AND MARY E. MILETTI
R.M.C.

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

(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 Ten Thousand and No/100

Dollars (\$ 10,000.00) due and payable

upon the closing and sale of the below described property.

~~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:

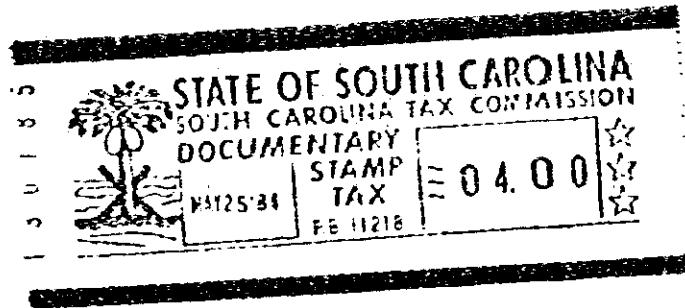
"ALL that certain piece, parcel or ^{unit} of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 214 of Ingleside Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated February 26, 1980 and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1121, at Pages 262 through 327, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County in Plat Book 7-0, at Page 88, as amended by First Amendment to Declaration (Master Deed) of Ingleside Horizontal Property Regime recorded in the R.M.C. Office for Greenville County on May 21, 1980 in Deed Book 1126 at Page 148.

This being the same property as that conveyed to Mortgagors herein by deed of Ingleside, Inc. dated June 12, 1980 and recorded in the R.M.C. Office for Greenville County, S.C., on June 12, 1980 in Deed Book 1127 at Page 349.

This is a second mortgage junior in lien and rank to that certain mortgage given by the Mortgagors herein to American Federal Savings & Loan Association recorded in the Greenville County R.M.C. Office on July 15, 1980 in Mortgage Book 1505 at Page 84.

Mortgagee's Address: 1025 Woodruff Road, Greenville, South Carolina 29607

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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.

4. 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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