

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Marcus E. Cunningham, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Sixty Five Thousand and No/100----- Dollars (\$ 65,000.00) due and payable

in one hundred twenty (120) payments in the amount of Nine Hundred Ninety-Six and 09/100 (\$996.09) Dollars, each, commencing on or before the 15th day of July, 1984. (The annual percentage rate may increase during the term of this loan if prime interest rate of the bank increase as the Wall Street Journal Prime Rate Increases with interest thereon from date at the rate of 13.50 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 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:

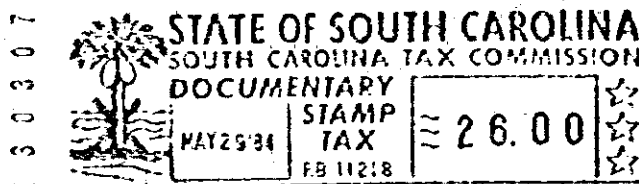
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot 38, Rockingham Road, Barksdale Subdivision, and being described on a plat prepared by Dalton & Neves Dec., 1959, recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ at page 119, with the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Rockingham Road, joint front corner of Lots 37 & 38 and running along the line of Lot 37 N. 74-53 W. 257.1 feet to an iron pin on the rear line of Lot 22; thence along the rear line of Lots 21 and 22 N. 16-52 E. 192.2 feet to an iron pin; thence N. 27-45 E. 50 feet to an iron pin on the rear line of Lot 20; thence along the line of Lot 39 S. 55-34 E. 284.8 feet to an iron pin on Rockingham Road, joint front corner of Lots 38 and 39; thence along Rockingham Road, S. 30-13 W. 75 feet to an iron pin; thence along said road, S. 22-0 W., 60 feet to an iron pin; thence S. 17-41 W. 15 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Richard A. Riley and Carolyn H. Riley, dated May 29, 1984 and recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage in favor of Carolina National Mortgage Investment Co., Inc. in the principal amount of \$120,000.00, recorded in Mortgage Book 1518 at page 119 on September 29, 1980.

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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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