

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S. C.
JUN 22 1 18 PM '78
JOHNNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Creative Investors, A Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto A. J. Prince Builders, Inc.

(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 Six Thousand and 00/100 (\$6,000.00)

Dollars (\$) due and payable

on demand on or after June 21, 1983,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: Monthly

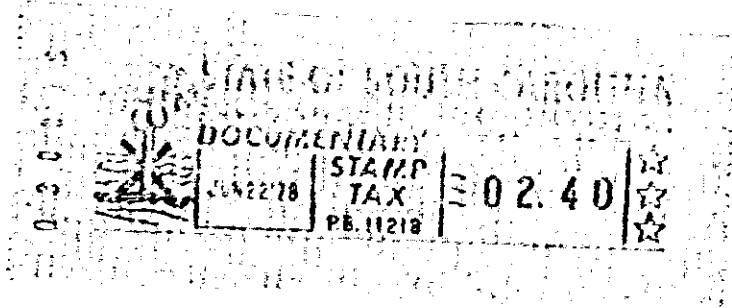
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, City of Mauldin, situate, lying and being on the southeastern side of Montclair Road, and being known and designated as Lot No. 44 according to a plat of Montclaire subdivision, Section III, plat of which is recorded in the RMC Office for Greenville County, S.C. in Plat Book WWW, at Page 57, with reference to said plat being hereby carved for a complete metes and bounds description of said lot.

This is the same property conveyed to the mortgagor herein by deed of mortgagee herein, dated June 21, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1081, at Page 740 on June 22, 1978.

This mortgage is junior in lien to that certain mortgage given by W. Stephen Townley and Deborah R. Townley to Fidelity Federal Savings & Loan Association, in the original amount of \$29,400.00, dated May 2, 1977, and recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1396, at Page 336.



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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 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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