Oct 14 4 10 PH '80

COUNTY OF GREENVILLE R.M.C

MORTGAGE OF REAL ESTATE

and 1520 and 378

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. B. DRAKE

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(hereinafter referred to as Mortgager) is well and truly Indebted un to THE PALMETTO BANK

IN ACCORDANCE WITH NOTE THIS DATE SIGNED

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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 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 whereat is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unte the Mortgagoe, its successors and assigns:

\*ALL that certain piece, percel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Caroline, County of Greenville, City of Greenville known as 123 Keowee Avenue, being Lot 24-S, Cherokee Park as shown on plat recorded in the RMC Office for Greenville County in Plat Book A, Page 130 and a more recent plat of said Lots as prepared by J. L. Montgomery, III, RLS, dated October 8, 1980 and recorded in the RMC Office for Greenville County in Plat Book \( \frac{1}{2} - \frac{1}{2} \), Page \( \frac{1}{2} - \frac{1}{2} \), and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of Keowee Avenue, joint front corner of Lots 24 and 25 and running thence with the common line of said proeprties S. 63 E., 172 feet to an iron pin; thence along the rear of Lot 24 S. 27 W., 50 feet to an iron pin, joint rear corner of Lots 23 and 24; thence with the common line of said properties N. 62 W., 172 feet to an iron pin, joint front corner of said Lots on the edge of Keowee Avenue; thence with said Avenue N. 27 E., 50 feet to an iron pin, the point of beginning.

This is the identical property as conveyed to the mortgagor by deed of Hugh Z. Graham, Jr., as Trustee as recorded in the RMC Office for Greenville County in Deed Book 1129, Page 311 recorded 7/16/80.

This mortgage is second and junior in lien to that certain mortgage held by First Federal Savings & Loan as recorded in the RMC Office for Greenville County in Mortgage Book \_\_\_\_\_, Page \_\_\_\_\_, in the original amount of \$24,000.00.

LOCUMENTARY O 4. 20 1 A

Together with all and singular rights, members, herditaments, and oppurtogances 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 Martgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fer 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 Mortgagor forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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