

Post Office Box 127, Mauldin, S.C. 29662

MORTGAGE OF REAL ESTATE -

GREENVILLE S.C.

BOOK 1590 PAGE 766

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

JAN 3 4 18 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WARRERSLEY

WHEREAS, Bobbi Strausbaugh

(hereinafter referred to as Mortgagor) is well and truly indebted unto Republic Machine Company, 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

Forty-four thousand five hundred and No/100 Dollars (\$ 44,500.00) due and payable

according to the terms of that certain Promissory Note executed on even date herewith

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

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

lying and being on the northwestern side of Cateechee Avenue in the City and County of Greenville, State of South Carolina, and being shown and designated as the property of Mavis M. Caldwell on a plat made by Carolina Surveying Company dated September 15, 1971 and recorded in the RMC Office for Greenville County in Plat Book 4L at Page 31B, reference being had to said plat for a more complete metes and bounds description; this conveyance includes both sections A and B as shown on said plat. Section A as shown on said plat is a portion of Lot 3 as originally shown on a plat of Cherokee Park recorded in the RMC Office for Greenville County in Plat Book C at Page 96; section B as shown on the plat of the property of Mavis M. Caldwell was originally shown on a plat entitled "Revision of Cateechee Avenue" recorded in the RMC Office for Greenville County in Plat Book I at Page 83.

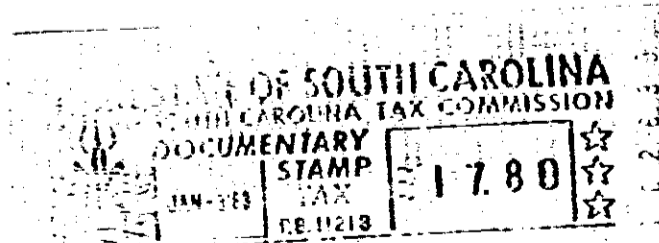
The above described property is the same acquired by the grantee by deed from the grantor dated January 3, 1983 to be recorded herewith.

This mortgage is a second mortgage and is junior in priority to that certain mortgage held by Bernice A. Martin dated September 21, 1971 and recorded on September 23, 1971 in the RMC Office for Greenville County in REM Book 1207 at Page 439 in an original amount of \$21,500.00.

It is agreed that this mortgage cannot be assumed without the specific written approval of the mortgagee, and in the event the above described property is sold or is otherwise transferred by the mortgagor, the mortgagee retains the right to declare all funds secured under the terms of this mortgage immediately due and payable.

The obligation secured by this mortgage may be prepaid at any time without penalty.

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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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