

1400 096

MORTGAGE OF REAL ESTATE - Office of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

Mortgagee's address is: P. O. Box 3028
Greenville, S.C.
29602

SEP 17 4 41 PM '79
DONALD E. NEWTON
JOANN R. NEWTON
WARRERSLEY
S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SECOND
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAMES E. JEFFERS AND JUDY JEFFERS,

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto First-Citizens Bank & 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 Ten Thousand Eight Hundred Sixty-One and 20/100ths Dollars, which includes principal

and ~~xxx~~ interest thereon from date at the rate of ~~12.50%~~ ^{DOLLARS (\$ 10,861.20)} Annual Percentage Rate ~~xxxxxxx~~ said principal and interest to be repaid: IN SIXTY (60) EQUAL MONTHLY INSTALLMENTS OF ONE HUNDRED EIGHTY-ONE AND 02/100THS DOLLARS (\$181.02) WITH THE FIRST PAYMENT TO BE MADE ON OR BEFORE OCTOBER 18, 1979.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
\$ 303.00
FEB 1979

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, on the eastern side of South Main Street in Chick Springs Township, in the Town of Greer, and having the following courses and distances, to-wit:

BEGINNING at an iron pin in the center of South Main Street at the southwestern corner of this lot and the lot owned now or formerly by F. S. Rushton, and running thence with the F. S. Rushton line S. 84-45 E. 218 feet to an iron pin; thence N. 7-15 E. 77 feet to an iron pin; thence N. 82-45 W. 227 feet to an iron pin in the center of South Main Street; thence with the center of South Main Street S. 1 W. 77 feet to the point of BEGINNING.

DERIVATION: This is the same property conveyed to the Mortgagor by Deed of Ronald E. Newton and Joann R. Newton on January 6, 1977, which Deed is recorded in the R.M.C. Office for Greenville County in Deed Book 1049 at Page 267, and also by Deed of William C. Kelly on July 24, 1978, which Deed is recorded in the R.M.C. Office for Greenville County in Deed Book 1083 at Page 721.

This Mortgage is junior in lien to the First Mortgage of James E. Jeffers to Woodruff Federal Savings and Loan Association, which Mortgage is recorded in Mortgage Book 1326 at Page 204 in the R.M.C. Office for Greenville County.

THE AMOUNT ADVANCED BY MORTGAGEE TO MORTGAGORS IS A TOTAL OF \$7,500.00

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

0.996

4328 RV-2