

107 Broadus Ave. 1545 PAGE 968  
LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, XXXXXX, GREENVILLE, S. C. 29601

THIS IS A SECOND MORTGAGE  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Peter J. Ashy and Sandra G. Ashy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nelson Crawford Poe,

(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 Ninety-Five Thousand and 00/100 (\$95,000.00) Dollars, due and payable in the principal sum of \$10,000.00 on September 1, 1981 and with the principal balance of \$85,000.00 being due and payable in 360 monthly installments of \$977.55 each, beginning August 1, 1981, and continuing until July 1, 1982, at which time the entire balance shall be due and payable, with the amount of each monthly payment being chargeable first to interest and then to principal

with interest thereon from date at the rate of 12 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:

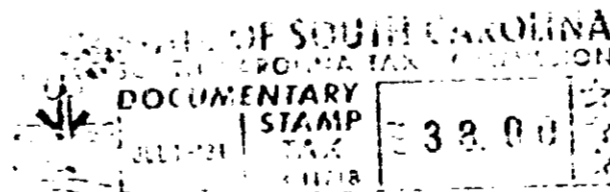
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing 5.7 acres, more or less, situate on the northern side of the Pelham Road and the southern side of the Butler Springs Road, in Butler Township, being shown and designated as Property of W. T. Adams on a plat made by Piedmont Engineering Service dated January 14, 1954, and recorded in the RMC Office for Greenville County, S. C. in Plat Book DD-154, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake in or near the Pelham Road at the corner of property now or formerly owned by Everett Adams and running thence with the northern side of Pelham Road, N. 52-45 W. 351.8 feet to an iron pin; thence N. 32-45 W. 292.4 feet to an iron pin; thence N. 27-00 W. 318.8 feet, crossing Butler Springs Road to a point; thence with Butler Springs Road as the line and following the center thereof the following traverse courses and distances, to-wit: S. 50-00 E. 99 feet to a point, S. 46-30 E. 165 feet to a point, S. 67-53 E. 99 feet to a point, S. 79-45 E. 99 feet to a point, N. 62-30 E. 66 feet to a point, N. 54-45 E. 132 feet to a point, N. 69-15 E. 132 feet to a point, N. 82-30 E. 66 feet to a point, and S. 70-45 E. 76.7 feet to a point at the corner of property formerly owned by W. T. Adams; thence along the line of property now or formerly owned by W. T. Adams and Everett Adams, S. 19-31 W. 686.9 feet to an iron pin, the beginning corner.

This being the same property conveyed to the Mortgagor herein by Deed of Nelson Crawford Poe, of even date, to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagee's address: 149 Riverbend Apts., 925 Cleveland St., Greenville, S. C. 29601



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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