Prepared by J. H. Price, III, Attorney at Law, 201 East North Street, Greenville, SC 29601

Greenelle, 26 2600

STATE OF SOUTH CAROLINA STATE

SECOND MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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(hereinaster referred to as Mortgagor) is well and truly indebted unto Box 848, Greenville, South Carolina 29602

G. HERMAN WALKER, III, Post Office

(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 FIVE THOUSAND AND NO/100 -----

in twenty three (23) consecutive monthly installments, each installment being Two Hundred Forty Six Dollars Seventy Seven Cents (\$246.77) beginning February 1, 1984

with interest thereon from da

at the rate of 13%

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, in the Town of Marietta, being shown and designated as Lot No. 13 on a plat of FOREST HILLS, Section I, recorded in the RMC Office for Greenville County, S.C. in Plat Book 000, at Page 111, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of South Forest Circle at the joint corner of Lots Nos. 12 and 13 and running thence along the southeastern side of said Circle, N. 19-33 E. 20 feet to an iron pin; thence continuing with the southeastern side of said Circle, N. 41-47 E. 186.9 feet to an iron pin; thence S. 53-00 E. 274 feet to an iron pin; thence S. 37-00 W. 200 feet to an iron pin; thence N. 54-05 W. 283.6 feet to an iron pin, the point of beginning.

THIS conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s), or on the premises.

THIS is the same property conveyed to the Grantee herein by deed of J & B Investment Company, A South Carolina General Partnership dated January 29, 1982, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1162, Page 62.

THIS mortgage is junior in lien to that certain mortgage held by Panstone Mortgage Service, Inc., (recently sold to Engel Mortgage Company) duly recorded March 21, 1979, in Mortgage Book 1460, Page 323 in the RMC Office for Greenville County.

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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.

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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.

(C)