

2nd Mortgage by  
Simpsonville, S.C. 29811

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE **1680** PAGE **309**  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert H. Prindle and April L. Prindle

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. Phillips, III and Linda M. Phillips

(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

Eleven Thousand Two Hundred Fifty and No/100 Dollars (\$11,250.00) due and payable

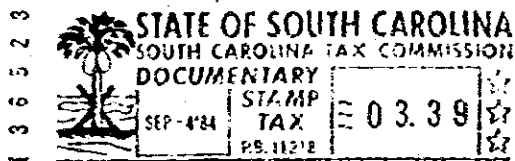
according to the terms of said Note.

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

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



All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, Town of Simpsonville, and being shown and designated as Lot 333, Section IV of Westwood Subdivision as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book 4R at Page 30, and being further shown and designated on a more recent plat prepared for William N. and Teddy G. Trksak by J. L. Montgomery, III, R.L.S. dated August 31, 1977 recorded in Plat Book 6G at Page 75 in the R. M. C. Office for Greenville County, and having, according to the more recent plat the metes and bounds as shown thereon.

This being the same property conveyed to the mortgagors herein by deed of J. W. Phillips, III and Linda M. Phillips dated August 31, 1984 to be recorded herewith.

This mortgage is second and junior in lien to a mortgage granted to Collateral Investment Company recorded in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 1409 at Page 10. In the event the property mortgaged herein is sold and the mortgage to Collateral Investment Company is assumed, the mortgagees herein agree to allow the new purchasers to assume this mortgage at the interest rate remaining as set forth in a Note herein or three (3%) percent less than the then existing prime rate, whichever interest rate is greater at the time of said loan assumption.

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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