

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SECOND MORTGAGE  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Roger E. Babb

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nellie G. Harvey

(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 Fifteen Thousand Five Hundred and No/100----- Dollars (\$ 15,500.00 ) due and payable

in one hundred eighty (180) equal, monthly installments of \$186.02, commencing October 1, 1984, and continuing on the 1st day of each and every month thereafter, until said sum is paid in full,

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, being shown on plat entitled "J. W. Whitt Property, Lot 3, Property of Nellie G. Harvey", as recorded in Plat Book 7-N, at Page 91, in the RMC Office for Greenville County, S. C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 144 feet from Murray Drive, running thence N. 60-15 E. 96.5 feet to an iron pin; thence, S. 29-45 E. 130.0 feet to an iron pin; thence, S. 69-15 W. 105.3 feet to an iron pin; thence, N. 25-56 W. 130.4 feet to an iron pin, the point of beginning.

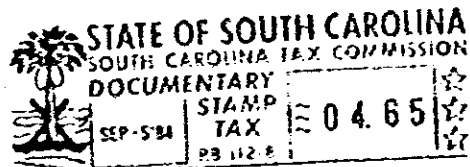
This is the same property conveyed to the mortgagor herein by deed of Nellie G. Harvey which is being recorded simultaneously herewith in the RMC Office for Greenville County, S.C., in Deed Book 1221, at Page 33.

The lien of this mortgage is junior and inferior in rank to that certain mortgage given to Charter Mortgage Company (now Alliance Mortgage Company) in the original amount of \$21,400.00, dated September 25, 1979, and recorded in the RMC Office for Greenville County, S.C., in REM Book 1482, at Page 170.

Should the aforementioned real property be sold by the mortgagor prior to the time that this mortgage is paid in full, then, in such event, the balance then due and owing hereon shall be due and payable; and in no event shall this mortgage be assumed.

In the event that the mortgagor elects to pay the balance due and owing on this mortgage prior to the final due date, then, in such event, there will be no prepayment penalty charged for such prepayment.

RECORDED  
SEP 5 1984  
334



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

RECORDED

1680

1680