

MORTGAGEE'S ADDRESS: P. O. Box 125, Fountain Inn, S. C. 29644

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO.

SECOND MORTGAGE OF REAL ESTATE

BOOK 1392 PAGE 193

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

HARLAN E. RIGGINS & ELLEN C. RIGGINS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BERRY WOODS FORD 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

---Six Thousand Fifty-seven & 65/100-----

Dollars (\$ 6,057.65) due and payable

\$900.00 due on April 15, 1977, and \$171.92 per month beginning May 15, 1977, and continuing for 30 consecutive months, entire balance due and payable no later than October 15, 1979

with interest thereon from date 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, Town of Fountain Inn, known as Lot No. 3 on plat of property of W. Shell Thackston made by W. P. Morrow, dated June 1952, and having, according to a more recent plat entitled Property of Harlan E. Riggins made by T. C. Adams, dated September 20, 1955, and recorded in the R.M.C. Office for Greenville County in Plat Book JJ, Page 13, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Quillen Avenue, at the joint front corners of Lots Nos. 3 and 4, which iron pin is situate 240 feet north of the intersection of Cherry Lane and Quillen Avenue, and running thence with the eastern side of Quillen Avenue, N. 17-55 E., 80 feet to an iron pin, corner of Lot No. 2; thence with the line of Lot No. 2, S. 72-05 E., 150 feet to an iron pin, rear corner of Lot No. 2; thence with the line of property now or formerly owned by Thackston, S. 17-55 W., 80 feet to an iron pin, corner of Lot No. 4; thence with the line of Lot No. 4, N. 72-05 W., 150 feet to the point of beginning. BEING the same property conveyed to Harlan E. Riggins by deed of Harlan E. & Christine M. Riggins, recorded September 23, 1955, in Deed Book 535, Page 201, R.M.C. Office for Greenville County.

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ALSO: ALL that 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, Town of Fountain Inn, Fairview Township, lying on the east side of Jones Mill Road, Quillen Avenue, being known and designated as Lot No. 2 on a plat prepared by W. P. Morrow of the property of W. Shell Thackston in June 1952, and having the following courses and distances, according to said plat, to wit:

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BEGINNING at an iron pin in the eastern edge of Jones Mill Road, or Quillen Avenue, joint front corner with Lot No. 3, and running thence along said road or avenue, N. 17-55 E., 80 feet to an iron pin, joint front corner of Lot No. 1, as shown on said plat; thence with the joint line of said Lot No. 1, S. 63-46 E., 152 feet to an iron pin, on line of other lands of W. Shell Thackston, and joint back corner with said Lot No. 1; thence with the joint line of other lands of W. Shell Thackston, S. 17-55 W., 58 feet to an iron pin, back joint corner with Lot No. 3; thence with the joint line of said Lot No. 3, N. 72-05 W., 150 feet to an iron pin, the point of beginning, and bounded by Lots Nos. 1 and 3, other lands of W. Shell Thackston, and Jones Mill Road or Quillen Avenue.

BEING the same property conveyed to Harlan E. Riggins and Ellen C. Riggins by deed of W. Shell Thackston, recorded May 12, 1970, in Deed Book 889, Page 502, R.M.C. Office for Greenville County.

This is a second mortgage and is junior and inferior in lien to mortgage from Harlan E. and Ellen C. Riggins to United Federal Savings & Loan Association, Dated March 14, 1977.

Together with all and singular rights, members, herditaments, 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.

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