

John H. Parker, Attorney at Law, 702 E. McBee Ave. Greenville, S.C. 29601

LAW OFFICES OF JOHN H. PARKER, ATTORNEY AT LAW, GREENVILLE, S.C.

STATE OF SOUTH CAROLINA } SECOND MORTGAGE OF REAL ESTATE  
COUNTY OF Greenville } PH '80  
RSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, Mary S. Hardaway

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

Southern Bank and Trust Company (Greenville, South Carolina)

(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

Fifty Thousand and no/100-----Dollars (\$ 50,000.00) due and payable

in accordance with the provisions of said note;

with interest thereon from date at the rate of 13 per centum per annum, to be paid: in accordance with the provisions of said note.

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, City of Greenville, situate at the Northeast intersection of Fairview Avenue and Crescent Avenue (formerly known as Oliver Street), and being shown as Lot 34 and the Southern half of Lot 35, on Plat of Alta Vista, made by R.E. Dalton, June 1925, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "G", Page 20, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northeast intersection of Fairview Avenue and Crescent Avenue, and running thence along Crescent Avenue, S. 85-40 E., 175 feet to an iron pin in line of Lot 56; thence with line of Lot 56, N. 4-15 E., 101.5 feet to an iron pin in the center of the rear line of Lot 35; thence through the center of Lot 35, N. 85-40 W., 175 feet to an iron pin in the East side of Fairview Avenue; thence with the East side of Fairview Avenue, S. 4-15 W. 101.5 feet, to the beginning corner.

This is the same property conveyed to John B. Hardaway, Jr. and Mary S. Hardaway by deed of James Wright Horton and Eunice Rice Horton, dated October 11, 1963, and recorded in the R.M.C. Office for Greenville County in Deed Book 733 at Page 406.

John B. Hardaway, Jr. died Testate on May 6, 1980, leaving Mary S. Hardaway as the sole beneficiary of his Last Will and Testament, dated April 10, 1952, and admitted to Probate in Greenville County on May 9, 1980.

This Mortgage is Second to, and subordinate to, that certain First Mortgage in favor of Fidelity Federal Savings and Loan Association, dated October 11, 1963 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 937 at Page 237.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C. DOCUMENTARY STAMP \$ 28.00

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.

0 3 3 1

4328 RV-2