

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }
Second
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TWYMAN F. PAXTON AND PRICILLA L. PAXTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRI-CO INVESTMENTS, INC.

(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
TWELVE THOUSAND FIVE HUNDRED FIFTY-THREE AND 42/100 Dollars (\$12,553.42) due and payable

TWO (2) YEARS FROM DATE

--NO INTEREST--

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,

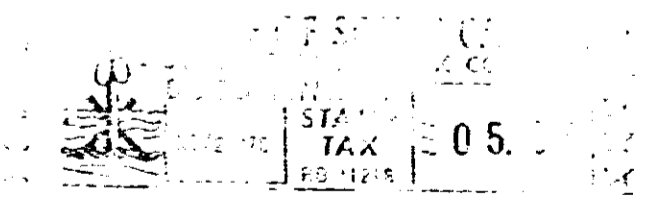
being known and designated as Lot no. 75 on a plat of Wemberly Way, Section I, prepared by Campbell & Clarkson, Surveyors, Inc., dated June 17, 1974 and recorded in the RMC Office for Greenville County in plat book 4R at page 88 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Wemberly Lane at the joint front corner of Lots 75 and 84 and running thence with the edge of Wemberly Lane, N. 12-27 E., 23.15 feet to an iron pin; thence along Wemberly Lane, N. 15-17 E., 102 feet to an iron pin at the intersection of Wemberly Lane and Westminister Street; thence with said intersection, N. 37-20 W., 43.3 feet to an iron pin on Westminister Street; thence with the edge of Westminister Street, N. 73-07 W., 90.2 feet to an iron pin at the rear corner of Lot 75, bordering on Westminister Street; thence with the rear border of Lot 75, S. 14-50 W., 155.15 feet to an iron pin at the joint rear corner of lots 75 and 84; thence S. 75-24 E., 123.7 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Tri-Co Investments, Inc., to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that mortgage held by United Federal Savings and Loan Association recorded in mortgage book 1350 at page 524 on October 6, 1975, in the original amount of \$26,800.00, recorded in the RMC Office for Greenville County, and having a current balance of \$25,446.58.

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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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