

MORTGAGE OF REAL ESTATE--Office of ~~W. Burgess, Freeman & Parham, P.A.~~ Greenville, S. C.

FILED
GREENVILLE CO. S.C.
MAY 28 4 38 PM '79
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SECOND MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: ESTABROOK GROVE

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto JAMES D. FREEMAN and NANCY C. TACKETT (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory notes of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty Three Thousand and No/100 ----- DOLLARS (\$43,000.00)

with interest thereon from date at the rate of 9 1/2% per centum per annum, said principal and interest to be repaid as follows: Payable in 48 equal quarterly installments of principal plus interest on the unpaid principal balance thereof, such quarterly installments due and payable August 25, November 25, February 25 and May 25 of each quarter until paid in full.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, lying on the Northerly side of Regency Drive, and having, according to "Survey for Sand-Tar Developers, Inc.", dated July 26, 1972, prepared by R.B. Bruce, RLS, which plat is recorded in the Office of the R.M.C. for Greenville County, S.C. in Plat Book 7F at Page 40, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Regency Drive at the joint front corner of this property and property now or formerly of Bernstein and running thence along the joint line of said property N. 5-19 W. 200 feet to an iron pin; running thence N. 83-35 E. 50 feet to an iron pin; running thence N. 64-01 E. 37.3 feet to an iron pin; running thence S. 48-30 E. 175 feet to an iron pin; running thence S. 0-41 E. 33.5 feet to an iron pin on Regency Drive; running thence along Regency Drive S. 42-08 W. 12.8 feet; thence S. 55-20 W. 50 feet to an iron pin; thence S. 67-55 W. 50 feet to an iron pin; thence S. 78-05 W. 50 feet to an iron pin; thence running S. 83-35 W. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Estabrook Grove by deed of James D. Freeman and Nancy C. Tackett, dated May 25, 1979 and recorded May 1979 in the Office of the R.M.C. for Greenville County, S.C. in Deed Book 1103 at Page 463

This mortgage secured separate notes from Mortgagor to James D. Freeman and Nancy C. Tackett and this mortgage shall secure both of such notes equally and a default in either note shall constitute a default in the entire obligation due by Mortgagor to said Mortgagees.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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