

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SECOND
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

LEATHERWOOD, WALKER, TODD & MANN

WHEREAS, GEORGE A. BROWN and LEONA I. BROWN

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

JAMES V. CONSALVI, JR. and ROBERTA J. CONSALVI,

(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

Nineteen Thousand, One Hundred Sixty-Three and 30/100-----Dollars (\$19,163.30) due and payable in twenty-three (23) equal monthly payments of \$160.00 each, and a final payment of the entire remaining balance twenty-four (24) months after date. Seventy-Five (75%) percent (or \$120.00) of each monthly payment shall be applied to reduce principal and the remaining twenty-five (25%) percent (or \$40.00) of each payment shall be considered a finance charge.

with interest thereon from 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, the Mortgagee's heirs, successors and assigns:

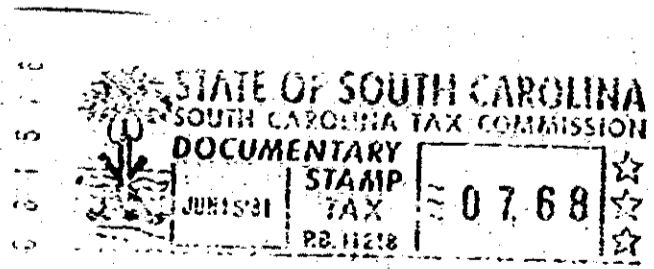
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the southeasterly corner of the intersection of Conway Drive with Azalea Court in the City of Greenville, being known and designated as Lot No. 78 as shown on plat entitled "Pleasantburg Forest" dated August 1956, made by Dalton & Neves, Engineers, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book GG at Page 163 and more recently shown on plat entitled "Property of George A. Brown and Leona I. Brown" made by Freeland & Associates, Inc. dated June 5, 1981 and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Conway Drive at the joint front corner of Lots 17 and 18, and running thence with the common line of said lots, S. 48-04 W. 128.9 feet to an iron pin on the northeast side of Azalea Court; thence running with the northeast side of Azalea Court, N. 44-57 W. 144 feet to an iron pin on said Court; thence running with the curve of the intersection of Azalea Court and Conway Drive, the chord of which is N. 7-48 E. 47.4 feet to an iron pin on the south side of Conway Drive; thence along the south side of said Drive, N. 60-33 E. 56.8 feet to a concrete monument, and N. 66-33 E. 110 feet to an iron pin, being the Point of Beginning.

BEING the same property conveyed to the Mortgagors herein by Deed of the Mortgagees dated the 15th day of June, 1981, to be recorded herewith.

The lien of this mortgage is subordinate to the lien of that certain mortgage dated June 15, 1981 given by the Mortgagors herein to First Federal Savings and Loan Association, recorded June 15, 1981 in Mortgage Book 1544, Page 89, Greenville County R.M.C. Office.

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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 is 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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