

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S. C.

SECOND

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 20 4 35 PM '82

DOWN

LANDERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

TONY L. HART

(hereinafter referred to as Mortgagor) is well and truly indebted unto JIMMY D. SKINNER AND SHIRLEY R. SKINNER

(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

EIGHT HUNDRED EIGHTY-FIVE AND 00/100 ----- Dollars (\$ 885.00) due and payable

WITHIN TWENTY-FOUR (24) MONTHS FROM DATE OF THIS MORTGAGE:

with interest thereon from NO INTEREST at the rate of -- per centum per annum, to be paid: --

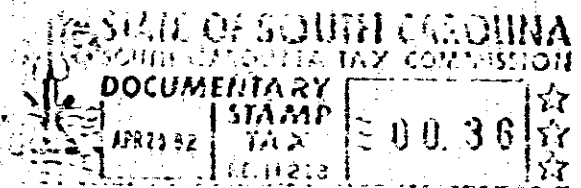
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, situate, lying and being in the State of South Carolina, bordering on unnamed road; consisting of approximately one (1) acre, more or less, and shown on survey and plat prepared by Gould and Associates, Eng., and Surveyors, entitled, "PROPERTY OF JIMMY D. AND SHIRLEY R. SKINNER," dated May 31, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-H at page 96; reference to said plat is hereby pleaded for a more complete description as to metes and bounds, courses and distances.

This is the same property conveyed to the mortgagor by deed of Jimmy D. Skinner and Shirley R. Skinner, to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by Bank of Greer, dated April 19, 1982, in the amount of \$3,000.00 and recorded of even date herewith.



2 AP 20 82 281

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 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, whomever lawfully claiming the same or any part thereof.

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