

SECOND MORTGAGE
BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & SToudenMIRE, P.A., SUITE 15, 700 E. NORTHST., GREENVILLE, S.C. 29602
MORTGAGE OF REAL ESTATE - Mortgagee's address: McBee Plaza,
Suite A-1
617 E. McBee Ave.
Greenville, S.C.
29601

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
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DONN... IANNERSLEY
R.M.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1590 PAGE 656

WHEREAS, Carol Ann Jones

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. D. Goepper, as Trustee of the Bryan Clay Jones Trust and the Stacy Leigh Jones Trust

(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 Twenty Thousand and No/100ths Dollars (\$ 20,000.00) due and payable

on demand

with interest thereon from _____ date _____ at the rate of fifteen per centum per annum, to be paid: on demand

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:

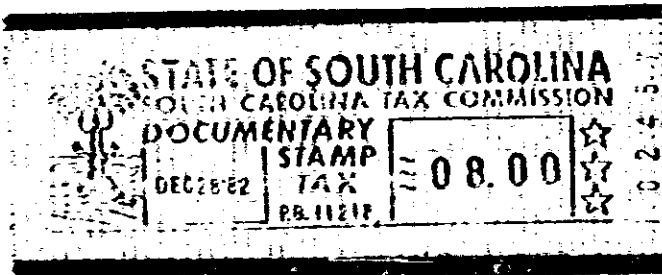
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeastern corner of the intersection of Chapman Road and Lowood Lane, being shown and designated as Lot 213 on Plat of Chanticleer, Section 7, dated April, 1975, prepared by Webb Surveying and Mapping Company, recorded in Plat Book 5D at Page 75 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Chapman Road at the joint front corner of Lots 212 and 213 and running thence along the common line of said lots S. 8-19 W. 152.3 feet to an iron pin at the joint rear corner of said lots; thence along the common line of Lots 213 and 214 S. 83-08 W. 103 feet to an iron pin at the joint front corner of said lots on the eastern side of Lowood Lane; thence along said lane, N. 10-47 W. 97 feet to an iron pin; thence N. 4-29 E. 63.2 feet to an iron pin at the intersection of said lane and Chapman Road; thence N. 51-24 E. 34.1 feet to an iron pin on the southern side of Chapman Road; thence along said road, S. 81-41 E. 112 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of James W. Childers, III and Toni C. Childers, dated June 14, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1168 at Page 546 on June 14, 1982.

This mortgage is junior in priority to that certain mortgage given to American Federal Savings & Loan Association recorded in the R.M.C. Office for Greenville County in Mortgage Book 1572 at Page 532 on JUNE 14, 1982, and having an approximate present balance of \$63,000.

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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 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 fully 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.