MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

GREENVE E CO. S. C.

The State of South Carolina,

MAR 2 12 03 PH '81 SONNIE STANKERSLEY

e00/1533 HSE887

County of GREENVILLE

SECOND MORTGAGE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, we ,the said James Douglas Humphries and Emmy Humphries

in and by our certain promissory

note in writing, of even date with these

presents, are well and truly indebted to Southern Bank and Trust Company

in the full and just sum of Forty-Four Thousand Nine Hundred Sixty-Seven & 60/100 - - - - - - - (\$44,967.60) , to be paid as shown on Note of even date herewith

, with interest thereon from

as shown on Note

at the htte/de/

ben temph ben phanny id pe/ temphatel/aph/ hard

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we , the said James Douglas Humphries and

Emmy Humphries

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Southern Bank and

Trust Company

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said James Douglas Humphries and

Emmy Humphries

, in hand well and truly paid by the said Southern Bank and Trust

Company at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said

Southern Bank and Trust Company, its successors and assigns, forever, ALL that piece, parcel or lot of land, situate, lying and being on the northwestern side of Yellow Wood Drive, in the aforesaid County and State, being shown and designated as Lot 556 on Plat of Westwood, Section VI, prepared by Piedmont Engineers, Architects and Planners, dated November 18, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 100, and being more recently shown on Plat of James Douglas Humphries and Emmy Humphries, prepared by Freeland and Associates, RLS, dated December 5, 1978, to-wit:

BEGINNING at an old iron pin on the northwestern side of Yellow Wood Drive at the joint front corner of lots 556 and 557 and running thence along the common line of said drive N. 53-13 W. 143.04 feet to an old iron pin at the joint rear corner of said lots; thence N. 23-48 E. 60 feet to an old iron pin at the joint rear corner of lots 555 and 556; thence along the common line of said lots S. 64-59 E. 153.74 feet to an old iron pin at the joint front corner of said lots on the northwestern side of Yellow Wood Drive; thence along said drive S. 25-44 W. 9.19 feet to an old iron pin, S. 31-36 W. 47 feet to an old iron pin, S. 36-46 W. 34 feet to an old iron pin, the point of beginning

___ I MR 281 1

4328 RV.2

100

™(

4.0001