BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 700 E. NORTHST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE - SECOND MORTGAGE 800K 1534 FASE 30

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OCT 26 3 19 PH 182 MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY

R.H.C.

WHEREAS, Thomas E. Harvey and Kathleen L. Harvey

(hereinafter referred to as Mortgagor) is well and truly indebted unto William E. Lovett, Jr., Trustee for Marc Christopher Harvey and Karyn Elizabeth Harvey

with interest thereon from date

at the rate of fifteen per centum per annum, to be paid: on demand

WHEREAS, the Mortgagor may bereafter 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, and being on the southeastern side of Fernwood Drive, being known and designated as Lot No. 32 on a plat of Edwards Forest Section IV made by C. O. Riddle, dated December 1965 recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book JJJ at Page 82, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Fernwood Drive at the joint corners of Lots Nos. 32 and 33; and running thence with the common line of said lots, S. 64-07 E., 200 feet to an iron pin; thence S. 54-58 W., 193.1 feet to an iron pin at the joint rear corner of Lots Nos. 31 and 32; thence with the common line of said lots, N. 33-15 W., 154.5 feet to an iron pin on the southeastern side of Fernwood Drive; thence along the southeastern side of Fernwood Drive, N. 43-18 E., 93 feet to an iron pin; the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of E. Barry Schnider and Rima M. Schnider dated June 2, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1080 at Page 441 on June 5, 1978.

This mortgage is junior in priority to that certain mortgage given to Fidelity Federal Savings & Loan Association in the principal amount of \$47,200, which mortgage is recorded in the R.M.C. Office for Greenville County in Mortgage Book 1434 at Page 210 on June 5, 1978.

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Together with all and singular rights, members, hereditaments, and appurtenences 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 futures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such futures and equipment, other than the usual household furniture, he 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 heireinabove described in fee simple absolute, that it has good right and is a lawfully authorized to sell, country or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided therein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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