STATE OF SOUTH CAROLINATILED COUNTY OF GREENVILLE

SECOND

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

CARL R. ECHOLS

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

A. L. ECHOLS

(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 Fifteen Thousand and no/100ths Dollars _____ Dollars (\$ 15,000.00) due and payable in full six months from date

no interest

with interest thereon from date at the rate of

per centum per annum, to be paid:

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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, being on the south side of Settlement Road, near Travelers Rest being known and designated as a 5 acre tract of land as shown on survey for Carl R. Echols made by Jeffey M. Plumblee, Surveyor, March 30, 1982 recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 8-Z at page 37 and having such metes and bounds as is thereby shown. Reference to said plat and record thereof being hereby made for a more detailed description of said property.

THIS MORTGAGE is second and junior in lien to that mortgage from Carl L. Echols to South Carolina National Bank in the original amount of \$23,000.00 recorded May 12, 1983, Book 1606 page 310.

This is the identical property conveyed to the Mortgagor by deed of Mittie B. Waddell recorded in Deed Book 1165 at page 355, dated April 14, 1982.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fec 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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