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SECOND MORTGAC GREENVILLE CO. S. C. STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE 4 46 PH '77 TO ALL WHOM THESE PRESENTS MAY CONTENDED PAGE 16 COUNTY OF GREENVILLE (R 4) KILCHERSLEY DONNIE S. TANKERSLEY R.H.C. WHEREAS, W. Tully Johnson and Bonnie B. Johnson (hereinafter referred to as Mortgagor) is well and truly indebted unto Williams Street Properties, a Limited Partnership in ten (10) equal annual installments of Two Thousand Two Hundred Fifty and No/100. 100 000 001 Dallana alea Intanant an the constitution This mortgage is junior and subordinate to a first mortgage to Carolina Federal Savings and Loan in the amount of \$43,000 of even date. of Mortgagee: Columbra, SC 29202 Together with all and singular rights, members, hereoftaments, and appointmances to the same belonging in any way incident or appertuining, and all of the rents, issues, and profus 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 fixtures and equipment, other than the usual boursehold furnitured be considered a part of the real estate.

TO HAVE AND TO HOLD CH. TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenies that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sail, convey or enganber the same, and that the premises are free and clear of all liers 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 Meritagor and all persons whomsoever lawfully claiming the same or any part thereof. The Mortgagor further coverants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, injurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall be parinterest at the same-rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the propovements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fice/shid any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as thay be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby withdrize such insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

(3) That it will keep all improvements now existing or bereafter erected in good repair, and, in the case of a construction loan, that it (3) That it will keep all improvements now existing or bertafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage dobt. QC13

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