THIS IS A SECOND MORTGAGE TO Mr.C.P. Evans

STATE OF SOUTH CAROLINA COUNTY OF Greenville

FILED MORTGAGE OF REALVESTATES. C.

TO ALL WHOM THESE PRESENTS MAY SONGER

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WHEREAS,

I, Eugene M. Ross

OLLIE EARNSWORTH .

R. M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto C.P.EVADS

(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 Six Hundred Eight & 83/100

Dollars (\$ 2608.83 ) due and payable

Ten dollars (IO.00) per month until paid, at 4% enterst per annum.

with interest thereon from date at the rate of 4%

per centum per annum, to be paid: as mentioned above.

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

All that piece of property, parcel or lot of land in Greenville Township, Greenville County, State of S.c.Being known and designated as the remaining portion of that lot known as Lot 3 5, Block P. Highland Subdivision, Property of H.K. Townes, according to plat recorded in Plat Book, at page 50 & 51 said remaining portion having a frontage of 58 Ft. on Texas Ave.

This conveyance is of Lot 35 of the aforesaid plat less however, that portion he therefore conveyed by the Grantor, said six feet being adjacent to Lot 36, as will be shown by Deed Recorded in Vol.302 page 345.

This conveyance is made subject to the assumption of a loan to Fidelity Federal Savings and Loan association on which there is a balance due and owing in the amount of \$591.17 as of Oct.30th 1961. The original loan was in the amount of \$900.76. on Sept. 12th.1958 and another loan in the amount of \$700.00 on April 10th, 1961. leaving a balance due and owing of \$591.17.

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 fee 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.