

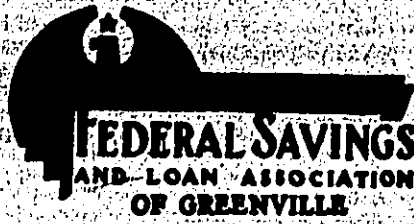
FILED
GREENVILLE, CO. S. C.

FEB. 26 4 01 PM '71

OLLIE FARNSWORTH
R. M. C.

BOOK 1182 PAGE 78

MOORE, BURGESS, FREEMAN & PARNAM, P.A.
P. O. BOX 10002



SECOND MORTGAGE

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

GOLDEN EAGLE OF GREENVILLE, INC.

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Three Hundred Sixty-five Thousand and no/100 - - - - - (\$365,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Three Thousand

Nine Hundred Twenty-two and 30/100 (\$3,922.30) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 15 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that piece, parcel or lot of land, with improvements thereon, situate, lying and being at the intersection of S. C. Highway No. 291 (North Pleasantburg Drive) and the right of way of I-385, within the City of Greenville, County of Greenville, State of South Carolina, and being shown as Tract No. 1 on plat of property of Golden Eagle of Greenville, Inc., prepared by H. C. Clarkson, Jr., R.L.S., which plat is recorded in the Office of the R.M.C. for Greenville County in Plat Book 4-4 at Page 27, and having, according to said plat, the following metes and bounds, to-wit:

Commencing at an iron pin at the edge of the right of way of Woods Lake Road, joint corner of Tract No. 1 and Tract No. 2, and running thence along the edge of said right of way of Woods Lake Road the following courses and distances: N. 10-13 E., 176.65 feet to an iron pin; N. 19-17 E., 111 feet to an iron pin; N. 34-12 E., 129.4 feet to a concrete monument; thence turning and running along the edge of the right of way of I-385, N. 86-12 W., 231.4 feet to a concrete monument; thence turning and running S. 42-04 W., 103.3 feet to an iron pin; thence turning and running along the edge of the right of way of S. C. Highway No. 291, S. 16-58 W., 136.3 feet to an iron pin; thence continuing along said right of way, S. 18-58 W., 100 feet to an iron pin; thence continuing along said right of way, S. 21-26 W., 16.5 feet to an iron pin; thence turning and running along line of Tracts Nos. 1 and 2, S. 70-40 E., 251.8 feet to the point of beginning.

The lien of the within mortgage is second in rank to the lien of a mortgage given by mortgagor to The Prudential Insurance Company of America, recorded in the R.M.C. Office for Greenville County, S. C., in R.E.M. Book 1146 at Page 577, and the within mortgage is being given by mortgagor to mortgagee as additional security to a first mortgage over adjacent property being executed simultaneously herewith.