

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TOM FELLOWS, JR,

(hereinafter referred to as Mortgagor) is well and truly indebted unto TRI-CO INVESTMENTS, INC.,

(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 --EIGHT THOUSAND THREE HUNDRED THIRTY-TWO AND 36/100----- Dollars (\$ 8,332.36) due and payable

in full one hundred eighty (180) days from date hereof,

with interest thereon from date at the rate of nine <sup>(9.0)</sup> per centum per annum, to be paid 180 days from date;

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 known as and designated as Lot 75 on a Plat of Wemberly Way, Section 1, prepared by Campbell & Clarkson, Surveyors, Inc., dated June 17, 1974, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-R, Page 88, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Wemberly Lane, at the joint front corner of Lots 75 and 84, and running thence with the edge of Wemberly Lane, N. 12-27 E., 23.15 ft. to an iron pin; thence along Wemberly Lane N. 15-16 E., 102 ft. to an iron pin at the intersection of Wemberly Lane and Westminster St.; thence with said intersection N. 37-20 W., 42.3 ft. to an iron pin on the northern side of Westminster St.; thence with the edge of Westminster St., N. 73-07 W., 90.2 ft. to an iron pin at the rear corner of Lot 75, bordering on Westminster St.; thence with the rear border of Lot 75 W., 14-50 W., 155.15 ft. to an iron pin at the joint rear corner of Lots 75 and 84; thence S. 75-24 E., 123.7 ft. to the point of Beginning.

This is the same property conveyed to the Mortgagor by Deed recorded in the R.M. C. Office for Greenville County of even date herewith.

This shall only constitute a second mortgage, junior in priority to the mortgage to United Federal Savings and Loan Association, recorded in the R. M. C. Office for Greenville County of even date herewith.



Together with all and singular rights, members, hereditaments, 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 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 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.

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