

WHEREAS, Gerry P. Harkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Melvin K. Younts

(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 ~~Four Thousand Eight Hundred~~
Eighteen and 24/100----- Dollars (\$ 4,818.24) due and payable

6 months from date -- August 15, 1976
APR 8%

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XXXXXXXXXXXXXXXXXXXXX

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, in the Town of Simpsonville, being known and designated as Lot No. 35 on a plat of Eastview Heights made by C. O. Riddle, R.L.S., dated June 1958, recorded in the R.M.C. Office for Greenville County in Plat Book WW at pages 126 and 127, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Eastview Drive at the joint front corner of Lots 35 and 36 and running thence with the joint line of said lots N. 79-02 E., 245 feet to an iron pin; thence N. 18-38 W., 126.1 feet to an iron pin at the joint rear corner of Lots 34 and 35; thence with the joint line of said lots S. 79-02 W., 228.2 feet to an iron pin on the eastern side of Eastview Drive; thence with Eastview Drive S. 10-58 E., 125 feet to an iron pin, being the point of beginning.

Being the same property conveyed to mortgagor by Martha W. Greene, by deed recorded in Deed Book 940 at page 60 in the R.M.C. Office for Greenville County.

This is a second mortgage, the first mortgage being from Gerry P. Harkins to Fidelity Federal Savings & Loan Association, in the amount of \$23,700, dated March 30, 1972, recorded April 3, 1972, in Mortgage Book 1227 at page 554 in the R.M.C. Office for Greenville County. This mortgage is junior in lien to the mortgage to Fidelity Federal Savings & Loan Association.



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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