

WHEREAS,

BOB G. SEXTON & CO., INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOLLY TREE PLANTATION

(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 FIVE HUNDRED AND 00/100----- Dollars, \$ 4,500.00 ; due and payable

UPON ONE OF THE FOLLOWING CONDITIONS:

- 1) Upon second construction draw
- 2) Upon sale of house
- 3) within one year from date of contract, dated 12/3/75

with interest thereon from date at the rate of eight per centum per annum, to be paid with balance

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 Austin Township, being shown and designated as Lot no. 2 on a plat of Holly Tree Plantation, Phase no. II, section 2, sheet I, made by Piedmont Engineers and Architects, dated January 10, 1976, recorded in the RMC Office for Greenville County in plat book 5D at pages 47 and 48 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Pecan Hill Drive, at the joint front corner of lots 1 and 2; thence with said Pecan Hill Drive, S. 43 E., 35 feet to an iron pin; thence continuing along said Drive, S. 49-30 E., 115 feet to an iron pin, joint front corner of lots 2 and 3; thence with the line of lot no. 3, S. 49-40 W., 162.78 feet to an iron pin; thence N. 42-35 W., 160 feet to an iron pin; thence with the line of lot no. 1, N. 54 E., 149.5 feet to an iron pin, being the point of beginning.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage executed by the above mortgagor to United Federal Savings and Loan Association in the amount of \$44,400.00, to be recorded 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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