

JERRY L. TAYLOR

MORTGAGE OF REAL ESTATE-XX

611 N. Academy Street

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FILED

The State of South Carolina GREENVILLE CO. S. C.

SECOND MORTGAGE OF REAL ESTATE

COUNTY OF

Greenville

DONNIE S. TANKERSLEY R.M.C.

SEND GREETING:

Whereas, the said Dan Jenkins, Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to John G. Cheros as Trustee for Loyd G. Boyer and Alonzo M. DeBruhl

hereinafter called the mortgagee(s), in the full and just sum of One thousand Seven Hundred fifty

and No/100-----DOLLARS (\$ 1,750.00 ), to be paid

at 611 N. Academy St. in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Nine ( 9 %) per centum per annum, said principal and interest being payable one year from date

XXXXXXXXXXXX or upon sale of Lot 43 Devenger Place Section 1, whichever shall first occur

Beginning on the day of , 19 , and on the day of each of each year thereafter the sum of \$ , to be applied on the interest and principal of said note, said payments to continue up to and including the day of , 19 , and the balance of said principal and interest to be due and payable on the day of , 19 ; the aforesaid payments of \$ each are to be applied first to interest at the rate of Nine ( 9 %) per centum per annum on the principal sum of \$ or so much thereof as shall, from time to time, remain unpaid and the balance of each payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said John G. Cheros as Trustee for Loyd G. Boyer and Alonzo M. DeBruhl

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 Greenville, and being shown and designated as Lot 43 on a plat or Devenger Place, Section 1, recorded in Plat Book 4X at Page 79, and having according, to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Longstreet Drive, at the joint front corner of Lot Nos. 42 and 43, and running thence along said drive N. 38-22 E. 75 feet to an iron pin at the joint front corner of lot Nos. 43 and 44; thence along the common line of said lots S. 51-28 E. , 161.9 feet to an iron pin at the joint rear corner of said lots; thence along the common line between Lot No. 43 and property now or formerly of the School District of Greenville County S. 18-50 W., 65 feet to an iron pin at the joint rear corner of Lot Nos. 41 and 43; thence along the common line of said lots S. 70-56 W., 70 feet to an iron pin at the joint rear corner of Lot Nos. 42 and 43; thence along the common line of said lots N. 34-15 W., 153.1 feet to the point of beginning.

This being the identical property conveyed to the Mortgagor by Deed of John G. Cheros as Trustee for Loyd G. Boyer and Alonzo M. DeBruhl Dated February 17, 1977 to be recorded herewith:

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