

WILLIAM D. RICHARDS
GREENVILLE, S. C. 29603

BOOK 1394 PAGE 588

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
S. TANKERSLEY
R.H.C.

2 52 PM '77
SECOND MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAISY L. MOODY and LARRY A. MOODY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 Three Hundred Ninety Four and 52/100 Dollars (\$ 4,394.52) due and payable in thirty-six (36) equal monthly installments of \$122.07, each, commencing on May 22, 1977, and continuing on the 22nd day of each succeeding month thereafter, until paid in full,

Add On

with interest thereon from date at the rate of 7% per centum per annum, ~~which~~ which interest has already been computed and made a part of the within indebtedness

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 situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Piedmont Park Road (formerly Old Rutherford Road), and being known and designated as Lot No. 18 of Mountain View Circle Subdivision, as shown on plat thereof recorded in Plat Book "W", Page 181 in the RMC Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Piedmont Park Road at the joint front corner of Lots 18 and 19, and running thence along said Road, S. 5-20 W., 100 feet to an iron pin; thence along the line of Lot 17, N. 81-35 W., 200 feet to an iron pin; thence N. 5-20 E., 100 feet to an iron pin; thence along the line of Lot 19, S. 81-35 E., 200 feet to the point of beginning.

This being the same property conveyed to Mortgagors herein by Deed of Frank W. Head and Barbara M. Head, dated March 14, 1970, recorded March 24, 1970, in Deed Book 886, Page 403 in the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to that certain mortgage given by Daisy L. Moody and Larry A. Moody to Bank of Greer, in the original principal sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, dated November 18, 1975, recorded November 19, 1975, in Mortgage Book 1354, Page 18 in the RMC Office for Greenville County, S. C.

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

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

4328 RV-21