

GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Second MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagee's Address: 512 E. North Street, Greenville, S.C.

WHEREAS, EDWARD J. HOWARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
COMMERCIAL MORTGAGE COMPANY, 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

--Two Thousand Four Hundred & 00/100-----Dollars (\$ 2,400.00 ) due and payable

due and payable on January 18, 1979

from due date

with interest thereon from date at the rate of 9% per centum per annum to be paid: on demand

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:

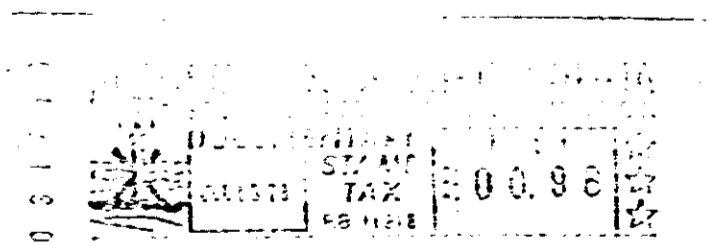
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, near the City of Greenville, on the southeastern side of Spring Forest Road, and shown on plat of Spring Forest recorded in Plat Book XX, at Page 126, as Lot 55, and described as follows:

BEGINNING at an iron pin on the eastern side of Spring Forest Road, at the corner of Lot 58 and running thence with the curve of the eastern side of said Road, the chord of which is N. 10-18 W., 35 feet to a point; thence N. 0-22 E., 45.1 feet, N. 28-23 E., 60.8 feet, N. 61-50 E., 59.6 feet, and N. 82-37 E., 65 feet to an iron pin at the corner of Lot 56; thence with the line of said lot, S. 7-23 E., 130 feet to an iron pin at the corner of Lot 58; thence with the line of said lot, S. 75-28 W., 161.8 feet to the beginning corner.

Being the same property conveyed to Edward J. Howard by deed of LeRoy J. Howard, recorded October 4, 1972, in Deed Book 957, Page 121, R.M.C. Office for Greenville County.

This is a second mortgage and is junior in lien to that certain mortgage to Community Bank in the original amount of \$4,896.72, recorded January 31, 1975, in Mortgage Book 1376, Page 647, R.M.C. Office for Greenville County.



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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