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FILED

GREENVILLE CO. S. C.

BOOK 1445 PAGE 43

SEP 22 11 40 AM (THIS IS A SECOND MORTGAGE)

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } W. S. TANKENSLAY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MARCUM D. MACE, SR., AND JUDY W. MACE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Estelle McCoy, Ethel Elizabeth Edens, Mary Alice Stroud, Alvin W. Alexander, Grady L. Alexander, Daniel W. Alexander, Fred C. Alexander, Helen C. Alexander, Larry K. Alexander and Anthony W. Alexander

(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

Six Thousand and No/100-----Dollars (\$ 6, 000.00) due and payable as provided by the Promissory Note,

with interest thereon from Sept. 21, 1978, at the rate of nine (9%) per centum per annum, to be paid: as provided by the Promissory Note,

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 southwest side of Alexander Drive and being identified as a 3.49 acre, more or less, tract on a plat prepared by Carolina Surveying Company and dated September 5, 1978, designated the property of Marcum D. Mace, Sr., and Judy W. Mace, said plat having been recorded in the R.M.C. Office for Greenville County at Plat Book 6-T, page 69, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at the northern most point of said 3.49 acre tract, said point being located at the intersection of Brushy Creek Road and Alexander Drive and thence running with Alexander Drive S 22.00 E 385.4 feet to a point; thence continuing with Alexander Drive S 27.05 E 100 feet to a point adjoining the property now or formerly owned by Fred C. Alexander; thence running S 35-37 W 132.8 feet to a point; thence running along the line of the property now or formerly owned by Fred C. Alexander S 87-22 W 320.2 feet to a point adjoining the property now or formerly owned by Betty Jean Holtzclaw; thence running along the line of said property N 5-58 W 281.3 feet to a point on the southeastern side of Brushy Creek Road; thence running N 39-10 E 373.1 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of the Mortgagees herein dated September 21, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina on even date herewith.

THIS IS A SECOND MORTGAGE junior in lien to that certain mortgage conveyed by the Mortgagors herein to the Bank of Greer, dated September 21, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in REM Book 1445, at page 41, on September 22, 1978, in the amount of \$8,500.

GCTO --- 1 SE22 78 550

DOCUMENTARY STAMP TAX \$ 02.40

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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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