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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

**THIS IS A SECOND MORTGAGE
MORTGAGE OF REAL ESTATE**
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Donald F. Dow and Lila C. Dow

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Charlotte, North Carolina

(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 **Seven Thousand Five Hundred and 00/100**-----

----- Dollars (\$ 7,500.00) due and payable in Two Hundred Eighty Eight (288) semi-monthly payments of Forty Nine and 19/100 (\$49.19) Dollars each until paid in full, the first installment being due on January 31, 1979.

with interest thereon from said date at the rate of 12% per centum per annum, to be paid semi-monthly

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 Mortgagee in hand well and truly paid by the Mortgagor 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:

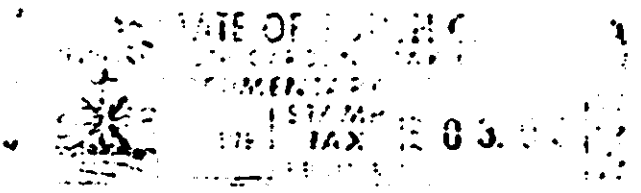
ALL that certain piece, parcel or lot of land with all improvements thereon, as hereafter described therein, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 3 on a plat of property of Sam Townes Holland, recorded in Plat Book MM, page 192, RMC Office for Greenville County, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of Highway No. 14 at the front corner of Lots 2 and 3 and running thence N. 4-10 E. 164.2 feet to an iron pin; thence N. 0-06 W. 101.5 feet to an iron pin at the corner of Lot No. 4; thence with the line of Lots 4 and 5, S. 39-48 E. 55 feet to a pin on the bank of Road; thence S. 39-48 E. 411.8 feet to a pin at the joint rear corner of Lots 6 and 7; thence with the line of Lot 7, S. 45-17 W. 184 feet to a pin at the rear corner of Lot No. 2; thence, with the line of Lot No. 2, N. 39-48 W. 263 feet to a pin on the bank of Road; thence continuing in the same direction 44 feet to the center of road.

This being the same property conveyed to the Mortgagors herein by Deed of Charles M. Moore and Marshal S. Moore, which Deed was recorded on March 23, 1972, in Deed Book 939, Page 111, in the RMC Office for Greenville County.

The Mortgagees' mailing address is P. O. Box 1414, Charlotte, North Carolina 28232.

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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, and not in 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 hereinafore described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber under the same, and that the premises are free and clear of all liens and encumbrances except as aforesaid herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

12-2-82