

GREENVILLE CO. S. C.
MAR 30 3 09 PM '79
BONNIE S. TANKERSLEY
R.M.C.

VOL 1401 PAGE 481

STATE OF SOUTH CAROLINA,
County of Greenville

To All Whom These Presents May Concern:

WHEREAS, I, Charles E. Green

hereinafter called the mortgagor(s), is (are) well and truly indebted to Hill, Wyatt & Bannister, Attorneys, hereinafter called the mortgagee(s),

in the full and just sum of Three Thousand Two Hundred and No/100 (\$3,200.00) -----

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows:
as shown on Note of even date

with interest from _____ at the rate of _____ per centum per annum until paid; interest to be computed and paid _____ and if unpaid when due to bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by an attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

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, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

ALL that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, the same being a portion of Lot #3 as shown on a Plat thereof of a subdivision of Elizabeth D. Ware on Viewpoint Drive and having, according to said Plat, recorded in Book "M" at Page 27 in the R.M.C. Office for Greenville County, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Marion Road at the joint front corners of Lots four and three and running thence with Marion Road S. 66-25 E., 79 feet to an iron pin; thence S. 41-15 W. through the center of Lot No. three as shown on said Plat 183.5 feet to an iron pin on Viewpoint Drive; thence along said Drive in a southward direction 75 feet to an iron pin at the joint rear corners of Lots four and three as shown on said plat; thence along the joint line of Lots No. three and four N. 41-15 E. 157 feet to the point of beginning. The same being a portion of Lot No. three heretofore conveyed to Ruth O'Bryant, Elizabeth C. Pendleton, Lee Foy Cater and Robert M. Cater.

This conveyance is subject to any and all existing reservations, easements, rights-of-ways, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

This is the same property as conveyed to Charles E. Green and Charles F. Conly by Ruth O'Bryant, Elizabeth C. Pendleton, Lee Foy Cater and Robert M. Cater by deed dated December 20, 1977, and recorded in the R.M.C. Office for Greenville County in Deed Book 1071 at page 447.

This second mortgage is junior in rank to that certain mortgage in favor of Fidelity Federal Savings & Loan Association dated January 4, 1978 and recorded in Mortgage Book Volume 1420 at page 361 on January 6, 1978.

GCTO --- 1 MR30 79 1250

3.0001

4328 RV-2

0481