OEC 27 11 33 AH '79 *THIS IS A SECOND MORTGAGE MORTGAGE OF REAL ESTATE

R.H.C. FREQUEL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, HOLIDAY PLACE OF NORTH MYRTLE BEACH, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

HAROLD JESSE SMITH AND JIMMIE DANIEL SMITH

(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

Sixteen Thousand and no/100ths - - - - - - - - - - - Dollars (\$ 16,000.00) due and payable in accordance with terms of promissory note of even date herewith

with interest thereon from date at the rate of twelve per centum per annum, to be paid:

as a part of the monthly payments

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, on Lowndes Hill Road, being shown and designated as "Property of Sadie S. Smith" on plat by James R. Freeland, R.L.S., dated April 6, 1979, and recorded in Plat Book 7-H, at Page 18, in the R.M.C. Office for Greenville County, said property being more accurately and correctly shown on plat entitled "Property of Holiday Place of North Myrtle Beach, Inc." by James R. Freeland, dated November 27, 1979, and recorded in Plat Book _____, at Page _____, in the R.M.C. Office for Greenville County, S.C., and having according to said plat such metes and bounds as shown thereon.

This being the same property conveyed unto Holiday place of North Myrtle Beach, Inc. by deed of Jimmie Daniel Smith and Harold Jesse Smith, dated June 12, 1979, recorded in Deed Book $\mu \nu \mu$, at Page $\mu \nu \mu \nu \mu$, in the R.M.C. Office for Greenville County, S.C.

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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, 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 liers 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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