

NTC

MORTGAGE OF REAL ESTATE -

MORTGAGEE:

Rt. 4, Phillips Lane, Greer, S.C. 29651

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
PH 1980
SHERLEY

SECOND
MORTGAGE OF REAL ESTATE

BOOK 1510 PAGE 456

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SYLVIA B. AND GEORGE SOLOMON COLTRANE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.C. PHILLIPS

(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 THIRTY THOUSAND AND NO/100

Dollars (\$ 30,000.00) due and payable

IN QUARTERLY PAYMENTS OVER A TWENTY-FIVE (25) YEAR PERIOD OF NINE HUNDRED THIRTY-TWO AND 82/100 (\$932.82) DOLLARS WITH THE FIRST QUARTERLY PAYMENT DUE NOVEMBER 15, 1980.

with interest thereon from _____ date _____ at the rate of 11 3/4 per centum per annum, to be paid quarterly

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 Phillips Lane containing 4.536 acres and having, according to a Plat prepared by Charles F. Webb, RLS which is to be recorded of even date herewith, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Phillips Lane and continuing in a westerly direction S. 87-17 W., 695.26 feet to an iron pin; thence running N. 00-39 E., 291.2 feet to an iron pin; thence running N. 88-26 E., 697.32 feet to an iron pin on Phillips Lane; thence running with Phillips Lane S. 1-13 W., 277.3 feet to an iron pin, the point of beginning.

by deed of Mortgagee

This is the same property conveyed to the above named mortgagors/recorded in Deed Book 1111 at Page 956 on September 20, 1979.

This mortgage is second and junior in lien to that certain mortgage by mortgagor to mortgagee in the amount of \$30,870 and recorded on September 20, 1979 in the RMC for Greenville County in Mortgage Book 1481 at Page 478.

This property shall not be foreclosed on at the death of J.C. Phillips unless Sylvia B. and George Solomon Coltrane, Jr. are in default.

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 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 by 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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