

GREENVILLE S.C.
NOV 25 3 05 PM '81
DEAN W. HARRIS
S.H.C.

1558 494

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECOND MORTGAGE

In Consideration of advances made which may be made by Borg-Warner Acceptance Corporation, having its office at Suite 103, 1 Harbison Way, Columbia, South Carolina, Lender, to Michael's Incorporated, d/b/a Aquarian Pools, and Michael B. Brown, individually, 245 Piney Mountain Road, Greenville, S. C., 29609, Borrowers aggregating One Hundred Twenty Five Thousand (\$125,000) Dollars, (evidenced by a Credit Arrangement and Security Agreement of event date herewith, hereby expressly made a part hereof) and to secure in accordance with the Code of Laws of South Carolina, (1) all existing indebtedness of borrowers to Lender (including but not limited to the above described advances) evidenced by note or security agreement, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrowers by Lender, now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances and all other indebtedness outstanding at any one time not to exceed One Hundred Twenty Five Thousand (\$125,000) Dollars, plus interest thereon, attorneys' fees and court costs, with interest as provided in the Security Agreement, and cost, including a reasonable attorneys' fee of not less than ten per cent (10%) of the total amount due thereon and charges as provided in the security agreement and herein, the undersigned have granted, bargained, sold, conveyed and mortgaged, and by these presents do hereby grant, bargain, sell, convey, and mortgage in fee simple unto the Lender, Borg-Warner Acceptance Corporation, its successors and assigns:

All that piece, parcel or lot of land lying in the State of South Carolina, County and City of Greenville, on the westner side of South Carolina Highway 291, near the intersection of said highway with Lowndes Hill Road and having the following courses and distances:

DOCUMENTARY
STAMP

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