

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
SUNDAY JAN 14 1987
ASLEY

SECOND MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD W. CAMPANARO and MARY P. CAMPANARO

(hereinafter referred to as Mortgagor) is well and truly indebted unto A. B. ROBERTS CONSTRUCTION CO., INC.

(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

Sixty-Six Thousand Six Hundred Seventy and No/100 - - - - Dollars (\$ 66,670.00) due and payable

January 3, 1987

with interest thereon from January 8, 1982 at the rate of 10% per centum per annum, to be paid: as provided in the aforesaid Note.

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 County of Greenville, South Carolina~~ on the Northern side of Huntington Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 9 as shown on a plat of Huntington (Sheet No. 5), prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWH at page 27, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northern side of the right-of-way for Huntington Road at the joint front corner of Lots 9 and 10, and running thence with the joint side line of Lots 9 and 10 N. 20° 55' W., 478.8 feet to an iron pin in the line of property now or formerly of Croxton; thence with the line of said Croxton property S. 70° 17' E., 320.3 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the joint side line of Lots 8 and 9 S. 28° 23' E., 329.0 feet to an iron pin at the joint front corner of Lots 8 and 9 on the right-of-way for Huntington Road; thence with the right-of-way for Huntington Road the following courses and distances: N. 86° 33' W., 93.8 feet to an iron pin; S. 80° 07' W., 108.0 feet to an iron pin; S. 67° 15' W., 94.4 feet to the point of beginning.

Derivation: Deed of Travis J. Cash, Jr., dated July 15, 1980, and recorded in the R.M.C. Office for Greenville County in Deed Book 1129 at Page 182.

Together with any easement appurtenant and right-of-way for a sewer line serving the above-described realty obtained or to be obtained from the County of Greenville and any other appropriate parties subject to the following Mortgage, Loan Modification Agreement and any future conveyance of said easement pursuant to the said Loan Modification Agreement.

It is understood and agreed that the foregoing Mortgage is junior and subordinate to that certain Mortgage in favor of South Carolina Federal Savings and Loan Association dated February 2, 1981, recorded in Mortgage Book 1539 at Page 419, as amended by that certain Loan Modification Agreement dated January 8, 1982, recorded in Mortgage Book 1561 at Page 461.

Any provision herein to the contrary notwithstanding, it is the intention of Mortgagor and Mortgagee to conform to the usury laws of the State of South Carolina and, if any provision of this Mortgage, the Note or any other instrument relating to this Mortgage shall be construed or held to permit the collection or to require payment of any amount of interest in excess of that permitted by the laws of South Carolina applicable thereto, the terms of this Mortgage shall be subject to adjustment to amounts and rates allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction.

The terms and provisions of this Mortgage are severable.

Address: Lot 9, Huntington Road, Greenville, South Carolina

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 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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