

MORTGAGE OF REAL ESTATE - Second Mortgage

S. C.

BOOK 1571 PAGE 184

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1 11 PM '82
MORTGAGE OF REAL ESTATE

TO SAID WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, STEPHEN F. MCCARTHY and JOHNETTE JACOBS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JEAN G. HOWARD

(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 Ten Thousand Three Hundred Seven and 37/100ths-----
-----Dollars (\$ 10,307.37) due and payable

in equal monthly payments for a period of ten years, the first payment due and payable on July 1, 1982 and the first of each month thereafter payable by the 10th of each month until paid in full

with interest thereon from June 1, 1982 at the rate of 15% per centum per annum, to be paid: in accordance with the terms of note executed this day.

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, Town of Simpsonville, being known and designated at Lot #548 on plat of WESTWOOD Subdivision, Section V, Sheet 2, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at Page 63, and having, according to a more recent plat made by Carolina Surveying Company, dated May 26, 1977, the following metes and bounds, to-wit:

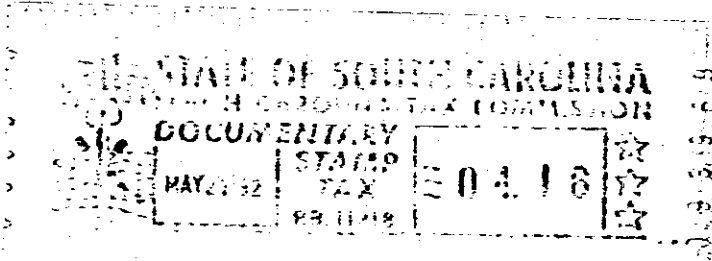
BEGINNING at an iron pin on Chuckwood Court at the joint corner of Lots 548 and 549 and running thence S. 24-55 W. 168.5 feet to an iron pin; thence N. 73-00 W., 146.2 feet to an iron pin at creek as common boundary line of Lot 509; thence with creek N. 12-28 E. 80 feet to an iron pin on line of Lot 546; thence with line of Lot 546, N. 70-00 E. 171.4 feet to an iron pin on Chuckwood Court; thence S. 50-33 E. 42 feet to the beginning corner

This being the same property conveyed to the mortgagors herein by deed of Jean G. Howard, of even date, to be recorded herewith.

This mortgage is secondary and subordinate to a mortgage now existing and assumed by the mortgagors herein and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1399 at page 518.

The borrowers reserve the right to anticipate the within indebtedness, in whole or in part, at any time without penalty.

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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 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 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.

