

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

ASLEY

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

WHEREAS, T. WAYNE OWENS and DONNA C. OWENS

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. HUNTER HOWARD, JR.

(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 ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100-----

-----Dollars (\$ 125,000.00) due and payable
in five (5) annual installments of \$ 34,676.22 ^{two} _{J.C.O.} beginning June 30th, 1983

with interest thereon from date at the rate of 12% per centum per annum, to be paid: annually, ^{two}
(and is included in above installments) _{J.C.O.}
The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty. _{J.C.O.}

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, the Mortgagee's heirs, 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 the southwest side of Millbrooke Circle, Chick Springs Township, being known and designated as Lot 25 and part of Lot 24, as shown on a plat of Pine Knoll Forest, prepared by Carolina Engineering & Surveying Company, dated November 26, 1962, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX at page 187, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Millbrooke Circle at the joint front corner of Lots 24 and 25 and running thence with Millbrooke Circle, N. 41-00 W. 80 feet to an iron pin at the joint front corner of Lots 25 and 26; thence S. 49-00 W. 140 feet to an iron pin in the line of Lot 6; thence S. 41-00 E. 86.4 feet to an iron pin in the line of Lot 5; thence with a new line, 140 feet, more or less, to the point of beginning.

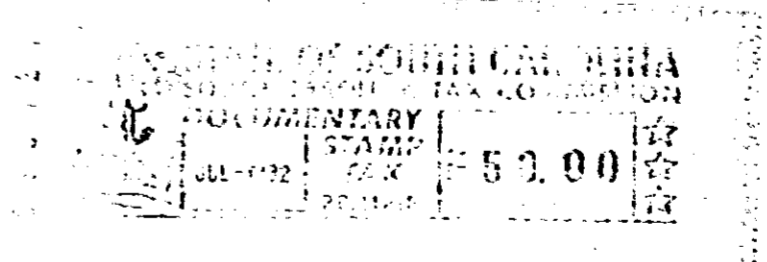
THIS is the same property conveyed to the mortgagors by S. Grey Walsh and Dee Q. Walsh by deed dated November 26, 1975 and recorded November 28, 1975 in deed volume 1027 at page 821 in the Office of the R.M.C. for Greenville County, S.C.

This mortgage is second in lien to that certain mortgage given by the mortgagors to American Federal Savings and Loan Association recorded November 28, 1975 in mortgage volume 1354 at page 644 in the Office of the R.M.C. for Greenville County, S.C.

MORTGAGEE'S ADDRESS:

301 North Main Street
Fountain Inn, SC 29644

682
709



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.

