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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, I, MARGARET M. MILLS, as General Partner for Phoenix Square II, a Limited Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto RICHARD PERRY FROCK AND VAN STEPHEN

(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

Nineteen Thousand and No/100----- Dollars (\$19,000.00 ) due and payable

in accordance with terms and provisions of promissory note given this

NKXXXXXXKK

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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, 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, in the City of Greenville, on the eastern side of Lavinia Avenue and being shown and designated as Lot No. 36 of ROWLEY PLACE, plat of which is recorded in the RMC Office for Greenville County in Plat Book C at Page 5 and being shown on a more recent plat entitled "Property of Richard Perry Frock and Van Stephen Wilson", prepared by Century Land Surveying Company, dated January 16, 1979, and recorded in the RMC Office for Greenville County in Plat Book 6-Z at page 13, and having such metes and bounds as shown thereon, reference to said plats being made for a more complete description.

This is the identical property conveyed to the mortgagor herein by deed of Richard Perry Frock and Van Stephen Wilson dated of even date and being recorded concurrently herewith.

P. O. Box 8472
The mailing address of the mortgagees is: Greenville, S.C. 29604

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Together with all and singular rights, members, hereditaments, and appointenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be hid 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 is is lawfully seized of the premises bereinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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