SECOND MORTGAGE

vol. 1678 HELL 97

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jack H. Nimmons, Sr.,

(hereinefter referred to as Mortgagor) is well and truly indebted un to Associated Oil Company, Inc.,

on or before forty-five (45) days from the date hereof.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
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with interest thereon draw shift at the authority

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 Mortgagoe 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 Mortgagoe 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 Mortgagoe, its successors and assigns:

*ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, tying and being in the State of South Carolina, County of Greenville, located at the corner of Hoyt Street and S. C. Highway 253, near the City of Greenville, S.C., being known and designated as all of Lot No. 1 and a portion of Lot No. 2 on plat of property of Bessie M. Smith recorded in the RMC Office for Greenville County, S.C., in Plat Book "A", at Page 409, and being, also, shown on a more recent survey entitled "Property of Estate of Bessie M. Smith", prepared by R. B. Bruce, dated July 23, 1965, as recorded in the RMC Office for Greenville County, S.C., in Plat Book "QQQ, at Page 151", and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of S.C. Highway 253 and Hoyt Street, and running thence along the southern side of Hoyt Street, S. 83-25 E. 68.5 feet to an iron pin at the intersection of Hoyt Street and Santuck Street, and running thence with Santuck Street, S. 12-44 W. 135 feet to an iron pin; thence along the rear line of Lots Nos. 1 and 2, N. 82-00 W. 142.2 feet to an iron pin on S. C. Highway 253; thence with said Highway, N. 41-26 E. 157.7 feet to an iron pin at the point of beginning.

This is the same property conveyed to Jack H. Nimmons, Sr., by deed of Opal Mahon, Mildred Hamby, Mary Simmons, Paul Smith and A. O. Simmons, heirs-at-law of Bessie M. Smith, dated May 23, 1967, as recorded in the RMC Office for Greenville County, S. C., in Deed Book 820, at Page 445.

ALSO:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, about 1 mile from the corporate limits of the City of Greenville, in what is known as New Hope, near Monaghan Mills, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, corner of Cobb and Jones Streets, and running thence with Jones Street, N. 12-44 E. 135 feet to an iron pin, corner of Lot No. 1; thence, N. 83-25 W. 78.10 feet to stake in rear of Lot No. 2; thence, S. 12-44 W. approximately 132 feet to stake on Cobb Street; thence with the Northwest side of Cobb Street, S. 80 E. 78.10 feet to point of beginning. This lot embraces all of Lot No. 3 and a strip of 26.5 feet cut from the Eastern side of Lot No. 4, as shown on plat recorded in the RMC Office for Greenville County in Plat Book "A", at Page 409; said lot being, also, shown as Lot No. 3, Section 10, on Page 135 of the new County Block Book.

This is the same property conveyed to Jack H. Nimmons, Sr., by deed of Connie Speed, now Connie S. Tilson, dated April 13, 1981 (CONTINUED ON ATTACHED SHEET)

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 tawfully seized of the premises hereinebove 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 a'll and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.