

SECOND

MORTGAGE

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THIS MORTGAGE is made this 4TH day of DECEMBER 19 84 between the Mortgagor LYNN EARLE LOWE and DENISE R. LOWE (herein "Borrower"), and the Mortgagee FLEET FINANCE, INC., a corporation organized and existing under the laws of SOUTH CAROLINA whose address is MAULDIN SQUARE, MAULDIN, S.C. 29662 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 9,521.10 which indebtedness is evidenced by Borrower's note dated December 4, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 10, 1994;

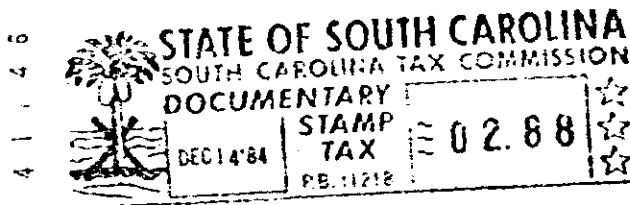
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina:

ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being designated as LOT NO. 87 of the John Cauley Property and having according to a plat prepared by J. Don Lee, R.L.S. on May 27, 1972, the following metes and bounds, to-wit:

BEGINNING at the joint front corner of Lots Nos. 86 and 87 on Piedmont Park Road, and running thence S. 73-48 W., 133 feet to an iron pin; thence N. 5-20 W., 20.3 feet to an old iron pin; thence N. 7-15 W., 61.6 feet to an iron pin; thence N. 73-48 E., 119.9 feet to an iron pin on Piedmont Park Road; thence running along the Piedmont Park Road, S. 16-12 E., 80 feet to the POINT OF BEGINNING.

This being the same property conveyed to LYNN EARLE LOWE, by Deed of VERNELL F. LOWE, a/k/a VERNELL JONES, dated June 1, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1167, at Page 877.

This mortgage is junior in lien to that indebtedness to Carolina National Mortgage Investment Company, Inc., now known as C&S Real Estate Services, Inc., dated June 13, 1972 in the original amount of \$16,850.00, and recorded in the RMC Office for Greenville County in Mortgage Book 1237, at Page 461.



which has the address of 209 Piedmont Park Road Greenville South Carolina SC 29609 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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