317 Wilmington Rd
Greenville, S.C. 29615

MORTGAGE - INDIVIDUAL FORM - JOHN M. DILLARD, P.A., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA } GREENVILLE CO. S. C.

COUNTY OF GREENVILLE } 11 9 18 AM '77 DONNIE S. TANKERSLEY R.M.C.

BOOK 1397 PAGE 208

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VIVIAN S. BELK

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES F. BELK

(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 Thirteen THousand Nine Hundred and no/100ths ---------- ---------- Dollars ($ 13,900.00) due and payable as set forth in said note,

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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southwestern side of Elizabeth Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 326 on a plat of CHEROKEE FOREST, made by Dalton & Neves, dated August, 1954, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book EE at pages 78 and 79, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagor by deed of George A. Formoe, recorded September 9, 1976 in Deed Book 1042 at page 617, and by deed of James F. Belk, to be recorded simultaneously herewith.

The within mortgage is secondary and junior in lien to a mortgage given to Aiken-Speir, Inc. covering this property.

DOCUMENTARY STAMP TAX 06.50

Together with all and singular rights, members, hereditaments, 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.