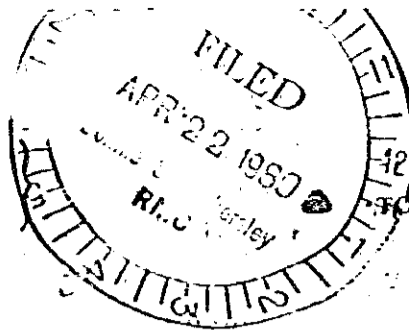


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1501 PAGE 321

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, R. EDWARD LATTIMORE, JR. AND ANNE M. LATTIMORE

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. L. BURGER

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promisory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-one Thousand Five Hundred & 00/100-----Dollars (\$31,500.00--) due and payable in 341 monthly payments of Two Hundred Seventy-nine & 00/100 (\$279.00) Dollars with a first payment due May 1, 1980 and a like payment due on the first day of each succeeding month until paid in full

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly

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 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, and being shown as Lot #28 Brook Forest Subdivision on a plat recorded in the RMC Office for Greenville County in Plat Book QQ at page 17, reference being made to said plat for a more complete description hereof.

This being the identical property conveyed to Mortgagor by deed of Mortgagee date April 17, 1980 recorded in the RMC Office for Greenville County on April 22, 1980 in Deed Book 1124 at page 417.

Mailing Address of Mortgagee
Route 7 Poinsettia Drive
Easley, SC 29640

Mortgagor and Mortgagee hereby covenant that the debts secured by the within mortgage is intended to be a "wrap around" over the debt secured by a mortgage given by A. L. Sinard Owen, Jr. to Collateral Investment Co. dated August 13, 1973 recorded August 14, 1973 in the RMC Office for Greenville County in Mortgage Book 1287 at page 775 in the principal sum of \$22,950.00 and that the within mortgage shall create a lien on the described property only to the extent that the principal balance of the within mortgage exceeds the principal balance owed on the said mortgage to Collateral Investment Co. referred to herein. Mortgagee further covenants to promptly make all payments on said mortgage to Collateral Investment Co. and further to abide by all the further terms and conditions of said mortgage.

SC 1501-1 APR 22 1980 1570

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
REGISTER OF DEEDS
EASLEY, SOUTH CAROLINA

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.

A. L. E. C. T.

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