LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA LAW OFFICES OF 8001.1515 FAGE 257

MORTCAGE OF REAL ESTATE

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, G. Clayton Spruell and Ann P. Spruell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Sixty four thousand one hundred nineteen and 60/100-----._____ Dollars (\$ 64,119.60) due and payable

according to the terms of thereof, said note being incorporated herein by reference

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 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 Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, the Mortgagor's heirs, successors and assigns:

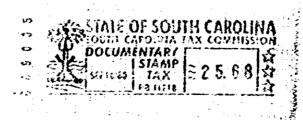
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, located on the northeastern side of the intersection of Peachtree Street and Crabapple Drive and being shown as Lot No. 11 of Section III, Cunningham Acres, on a plat recorded in Plat Book 4-N at page 73 in the RMC Office for Greenville County and being described, according to said plat, as follows:

Beginning at an iron pin on the northern side of Peachtree Street at the joint front corner of Lots 11 and 12 and running thence S. 86-50 W. 110 feet to an iron pin; thence N. 48-10 W. 35.4 feet to an iron pin on the eastern side of Crabapple Drive; thence along said drive, N. 00-49 E. 45.2 feet to an iron pin; thence N. 10-08 E. 50 feet to an iron pin; thence N. 19-30 E. 50 feet to an iron pin; thence leaving Crabapple Drive N. 86-50 E. 101.2 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence with the common line of said lots, S. 3-10 E. 165 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Thrift Builders, Inc. dated June 16, 1972 and recorded in the RMC Office for Greenville County on June 19, 1972 in Deed Book 946 at page 465.

This is a second mortgage, junior in lien to that certain mortgage given to Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Hortgage Book 1351 at page 793 on October 5, 1976.

The mortgagee's address is: PO Box 544, Travelers Rest, SC



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 beirs, successors and assigns, forever.

The Mortgagor covenants that is 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.