LATHAN, FAYSSOUX, SMITH & BARBARE, P.A. GREENVILLE. SOUTH CAROLINA S. C

MORTCAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

SLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS David Lee Garrett and Theresa Ann Garrett

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

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

WHEREAS, the Mortgagor may bereafter 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 scaling and delivery of these presents, the receipt whereof is hereby arinowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe's heirs, successors and assigns:

"ALL that certain piece, purcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, bying and being in the State of South Carolina, County of Greenville, in Saluda Township, being a portion of the Ethel Gilliand property, containing 2.0 acres, more or less, being described as follows:

Beginning at a point in the center line of Talley Bridge Road property corner T. E. Gilliland running thence with center line of said road S. 57-48 W. 106.1 feet to an iron pin center line of said road at property corner of C. A. Henson Estate line, following courses and distances thence with Henson line N. 26-45 E. 79.0 feet to an iron pin; thence N. 34-30 W. 40 feet to an iron pin; thence N. 68-22 W. 65 feet to an iron pin; thence N. 49-55 E. 71 feet to an iron pin; thence N. 15-14 E. 50 feet to an iron pin; thence N. 29-56 W. 80 feet to an iron pin; thence N. 54-09 W. 72 feet to an iron pin; thence N. 89-00 W. 32 feet to an iron pin; thence S. 50-04 W. 86.0 feet to an iron pin on C. A. Henson, Jr. line; thence with C. A. Henson, Jr. line N. 23-23 E. 50 feet to an iron pin; thence N. 53-55 W. 148 feet to an iron pin corner of C. A. Henson, Jr. and C. A. Henson Estate; thence with Henson Estate line N. 0-55 W. 43.8 feet to an iron pin; thence S. 88-45 W. 85 feet to an iron pin on J. P. Stevens & Co. line; thence with J. P. Stevens & Co. line N. 29-45 W. 75 feet to an iron pin corner of Ethel Hall Gilliland; thence N. 49-03 W. 149.1 feet to an iron pin; thence S. 57-0 E. 320 feet to an iron pin corner Ethel Gilliland and T. E. and A. L. Gilliland; thence with T. E. and A. L. Gilliland S. 23-54 E. 296 feet to an iron pin in center line of road; thence S. 6-00 W. 115.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Arthur D. Grahl recorded in the RMC Office for Greenville County in Deed Book 1080 at page 785 on June 9, 1978.

This is a second mortgage, junior in lien to that certain mortgage given by Arthur D. Grahl to Mid-State Homes, Inc. on February 6, 1975 and being recorded in the RMC Office for Greenville County in Mortgage Book 1332 at page 733.

The mortgagor's address is: PO Rox 544, Travelers Rest, SC 29690

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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