LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

800x 1586 EXCE 224

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE HAR LL 2 46 PH 182 TO ALL WHOM THESE PRESENTS MAY CONCERN:

AMOUNT FINANCED - \$10,000.000 NNIC

WHEREAS, Gary H. Jones and Sheila U. Jones

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

HANKERSLEY

(hereinaster 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 Fourteen Thousand One Hundred and No/100-----

\_\_\_\_\_\_ ) due and payable

as provided for in Promissory Note executed of even date herewith.

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 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 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 Mortgagoe's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the eastern side of Altamont Terrace and being known and designated as Lots No. 17, 19 and 21 of a subdivision known as ALTAMONT TERRACE, plat of which is recorded in the RMC Office for Greenville County in Plat Book BB at Page 173 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Christopher C. Hindman, Jr. recorded in the RMC Office for Greenville County in Deed Book 1064 at Page 535 on September 9, 1977.

THIS is a second mortgage lien subject to that certain first mortgage to Southern Bank and Trust Company recorded in the RMC Office for Greenville County in Mortgage Book 1538 at Page 726 on April 20, 1981 in the original amount of \$34,008.48.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, South Carolina 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 heirs, 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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