MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. we, William P. Rudisill and R. Frank Plaxco, are

(hereinafter referred to as Mortgagor) is well and truly indebted unto Brick and Tile, Inc.

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

One Thousand, Three Hundred Three and 49/100-----------------Dollars (\$ 1,303,49)) due and payable

On Demand

with interest thereon from

date

at the rate of Six (6%) per centum per annum, to be paid: On Demand

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:

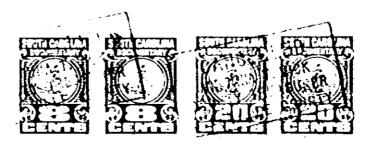
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

"All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 19, Annissa Acres Subdivision, as shown on plat thereof, prepared by Jones Engineering Service, dated November 25, 1972, recorded in Plat Book 4-R at page 63 in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Emily Lane at the joint front corner of Lots 18 and 19 and running thence with the common line of said lots, S. 7-46 E. 273.6 feet to an iron pin at the joint rear corner of said lots; thence turning and running along the branch, the center line of the branch being the line, N. 73-50 W. 114.9 feet to an iron pin at the joint rear corner of Lots 19 and 20; thence with the joint line of said lots, N. 7-46 W. 227 feet to an iron pin on the southern side of Emily Lane; thence with said Emily Lane, N. 82-14 E. 105 feet to an iron pin, the point of beginning."

This is a second mortgage and is junior in lien to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1335, at Page 274.



Together with all and singular rights, members, hereditiments, 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 in I 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 liers 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.