WHFREAS, Thomas E. Carmon, Jr. and Martha L. Carmon

(hereinafter referred to as Mortgagor) is well and truly indebted unto C N Mortgages, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even data herewith, the terms of which are incorporated herein by reference, in the sum of Five Thousand, Two Hundred Thirty-Seven and 10/100

In Forty-One (41) Monthly installments of One Hundred Twenty Four and 69/100 dollars (\$124.69) and One (1) Final Payment of One Hundred Twenty-Four and 81/100 Dollars (\$124.81) Beginning the Eleventh day of May (11th), 1975 and ending the Eleventh day of October, 1978.

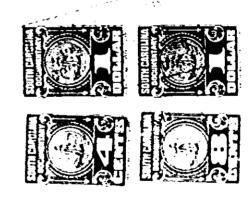
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such in their sums as may be advanced to or for the Mortgagor's account for taxes, insurance piemiums, public assessments, repairs, or for any other purposes.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in or let to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebte it in the Mortgagor strang time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) 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, 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, on the Southwestern side of Belleview Drive, being known and designated as Lot No. 29 on a plat of Edwards Forrest Subdivision recorded in the R. M. C. Office for Greenville County in Plat Book EE, at Page 105, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwestern side of Belleview Drive at the joint front corner of Lots 28 and 29; running thence with the said side of Belleview Drive S 33-47 E 102.6 feet to an iron pin at the joint front corner of Lots 29 and 30; and running thence with the joint line of the said lots S 56-13 W 195.18 feet to an iron pin; thence with the line of Lot 22 N 32-53 W 103.31 feet to an iron pin; thence with the joint line of 28 and 29 N 56-13 E 193.6 feet to an iron pin, the point of beginning.

This mortgage is junior in lien to that certain real estate mortgage of Carolina National Mortgage Investment Co., Inc., recorded in the R. M. C. Office for Greenville County in Volume 1022 of Mortgages at Page 341.



Together with all and singilar rights, members, hereditaments, and appurtenances to the same beconging 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 hereinal ove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encurnier 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 whomspever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto less payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

(3) That it will keep all improvements now easting or hereafter created in good repair, and, in the case of a construction loan, that it will continue construction until completion without interrupt in a dish of it fail to do so, the Morangee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work conderway, and charge the expenses for such repairs or the completion of such construction to the morange lebt.