STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAT CONCERNA

WHEREAS, JOHN O. VERNON INDIVIDUALLY AND D/B/A THE VERNON COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE BANK OF TRAVELERS REST

on or before March 22, 1984,

March 22, 1984.

with interest thereon from date hereof

at the rate of --12.00--per centum per annum, to be paid: on or before/

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, 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, in the Town of Travelers Rest, on the northerly side of McElhaney Road, being known on the Greenville County tax maps, Sheet 493, Block 3, as Lots 7 and 8, and having the following metes and bounds, to-wit:

BEGINNING at a point on McElhaney Road and running thence N. 38-00 W. 505.4 feet to an iron pin; thence turning and running S. 30-00 W. 98 feet to an iron pin; thence continuing S. 28-00 W. 88.83 feet to an iron pin; thence turning and running S. 38-00 E. 433 feet to an iron pin on McElhaney Road; thence turning and running with McElhaney Road, N. 51-45 E. 170 feet to the point of beginning.

Derivation: Gladys C. Vernon, et al, Deed Book 1197, at Page 309, recorded Sept.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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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 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 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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