COUNTY OF GREENVILLE FILED GREENVILLE

MORTGAGE OF REAL ESTATE

TEALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

I, DONNEY, A. Smith,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alvenes R. Barksdale

(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 Six Thousand and No/100-------

on September 23, 1988, with credit to be given for any payment made toward the future medical and dental expenses of Sonia Eileen Barksdale incurred after the date hereof.*

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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 Greenville, shown and designated as .87 acres on plat of property surveyed for Perry Anthony Smith, prepared by J. L. Montgomery, III, dated September 22, 1977, and recorded in Plat Book 6-7, at Page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the northerly side of an unpaved county road and running thence, N. 51-36 E. 16.5 feet to an old nail; thence, N. 7-34 E. 181.56 feet to a nail and cap; thence turning and running along the rear line of said .87 acres, N. 86-10 E. 189.66 feet to an iron pin; thence, S. 7-43 W. 204.42 feet to an iron pin on said unpaved county road; thence with the curve of the county road, S. 76-35 W. 55.44 feet to an iron pin; thence still with said unpaved county road, N. 85-04 W. 145.26 feet to a nail and cap, being the point of beginning.

This is the same property conveyed to Perry A. Smith by deed of Maydee Smith and Odessa Smith dated January 16, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1095, at Page 613.

The lien of this mortgage is junior and inferior in rank to that first-mortgage lien given by Perry A. Smith to United Federal Savings & Loan Association (now in the original amount of \$35,150.00 as recorded in the RMC Office for Greenville County, South Carolina, in REM Book /455, at Page /556.

This mortgage is not assumable, and will be due and payable upon the sale of the above-described property, if not sooner paid.

*In the event the future medical and dental expenses of Sonia Eileen Barksdale are less than Six Thousand and No/100 (\$6,000.00) Dollars, then upon the payment in full of said expenses, this note will be marked paid in full and the mortgage given to secure same will be cancelled of record.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the some or any part thereof.

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