STATE OF SOUTH CAROLINA COUNTY OF Greenville

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

WHEREAS,

Charlton W. Winchester, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.E. Sirrine Co. Employees FCU P.O. Box 5456 Sta. B Greenville, S.C.

(hereinafter 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

AS SHOWN ON NOTE

with interest thereon from

at the rate of

per centum per annum, to be paid:

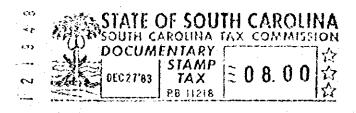
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 424 and a portion of Lot No. 425, of a subdivision known as Belle Meade, Section 4, recorded in the RMC Office for Greenville County, S.C. in Plat Book QQ at page 103, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of Pine Creek Court, at the joint front corner of Lots Nos. 423 and 424, and running thence N32-O8E 150 feet to an iron pin; thence running S57-42E 194 feet to an iron pin; thence running S32-08W 150 feet to an iron pin; thence running N57-42W 194 feet to the point of beginning.

This is the same property conveyed to the mortgor by deed of Charlton W. Winchester, Jr. recorded January 4, 1983, in Deed Book 1180 page 224.



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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

THE CONTRACTOR OF THE CONTRACTOR