STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

HAROLD M. JOHNSON and KIMBERLY C.

THE BANK OF TRAVELERS REST

(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

_____ Dollars (\$ 57,000.00--) due and payable FIFTY-SEVEN THOUSAND AND NO/100----as per the terms of the Note of even date herewith

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 with the constraint production and the constraint constraint constraint production and the const vested in any other person or party for any other reason whatsoever.

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, City of Greenville, being known and designated as Lot 25 and a portion of Lot 26 on plat of property of Augusta Park, make by R.E. Dalton, Surveyor, November, 1921, recorded in the RMC Office for Greenville County in Plat Book F, Pages 22 and 23 and being known as Lot 5 on plat of revisions of Lots 25, 26, 27 and 28, Augusta Circle made by Clifford C. Jones, July 15, 1980, and having, according to this more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Waccamaw Avenue at the joint corner of Lots 5 and 6 and running thence with Waccamaw Avenue N 21-35 E, 66.66 feet to an iron pin; thence S 71-35 E, 166.3 feet to an iron pin; thence S 21-35 W, 66.66 feet to an iron pin joint rear corner of Lots 5 and 6; thence with the line of Lot 6 N 71-35 W, 166.3 feet to the beginning corner.

This is the same property conveyed to the Mortgagor Harold M. Johnson by deed of John L. Bruin and Barbara B. Bruin, dated August 23, 1983 and recorded in the RMC Office for Greenville County, South Carolina on September 22, 1983 in Deed Book 1196 at Page 945 and conveyed by Harold M. Johnson one-half of his undivided interest in and to this same property to Mortgagor Kimberly C. Johnson on even date herewith and recorded on March 30, 1984 in Deed Book /209 at Page 37

MARSONEA TAX

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.

Service and the service of the

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.