

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, LUCILLE G. HENDLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE BANK OF TRAVELERS REST, whose address is P. O. Box 485, Travelers Rest, SC 29690

(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 Forty Thousand

Dollars (\$ 40,000.00) due and payable
in fifty-nine (59) consecutive equal monthly payments of Five Hundred Thirty-Three Dollars and 11/100 (\$533.11), beginning October 1, 1989, and one final payment of any remaining principal balance, plus interest, on September 1, 1999, said payments to be applied first to interest and then to principal
with interest thereon from date hereof at the rate of 14% per centum per annum, to be paid: monthly.

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, the Mortgagee's heirs, successors and assigns:

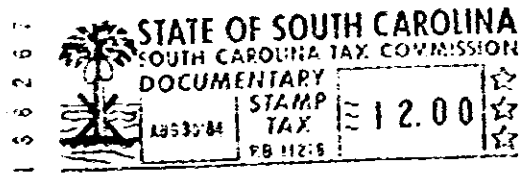
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Azalea Court in the City of Greenville, being shown and designated as Lot 29 of North Gardens Subdivision, Section II on plat thereof dated January, 1955 by Dalton and Neves, recorded in Plat Book EE, Page 103B, Greenville County R.M.C. Office, and having according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the eastern side of Azalea Court at the joint front corner of Lots 28 and 29 as shown on said plat and running thence with the eastern right-of-way of Azalea Court N. 11-00 W. 30 feet to an iron pin at the joint front corners of Lots 29 and 30; thence with the joint line of said lots, running N. 79-00 E. 161.4 feet to an iron pin; thence running S. 11-00 E. 30 feet to an iron pin at the joint rear corner of Lots 23 and 29; thence with the joint line of Lots 23 and 29 S. 79-00 W. 160.6 feet to the point of BEGINNING.

BEING the same property conveyed to the mortgagor herein by deed of RICHARD L. CANADA and MARTHA R. CANADA dated August 30, 1984 to be recorded herewith.

LEATHERWOOD, WALKER, TODD & MANN

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

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