MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Jessie T. Cantrell and Carolyn M. Cantrell

(hereinafter referred to as Mortgagor) is well and truly indebted unto James E. May and Sandra A. Medlin

(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 TWELVE THOUSAND FIVE HUNDRED FORTY-EIGHT AND 00/100ths Dollars (\$ 12,548.00) due and payable

November 1, 1989 Amortization 15 years.

with interest thereon from

Note

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:

13

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:

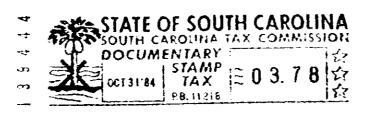
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being shown

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as 4.5 acres, more or less, on a plat prepared for Buddy Wallace by Ethan C. Allen, R.L.S., recorded in Plat Book 9-Y, at Page 45, R.M.C. Office for Greenville County, South Carolina, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint corner of property of Martin and said 4.5 (more or less) tract, said point being 650 feet, more or less, from Dogwood Lane, and running thence with property of Martin S. 65-00 E. 239.31 feet to a point; thence continuing S. 64-48 E. 112.69 feet to a point; thence running S. 26-27 W. 208.24 feet to a point; thence running S. 67-16 E. 243.10 feet to a point; thence running S. 34-00 W. 150.01 feet to a point; thence running S. 67-16 E. 200 feet to a point; thence running S. 9-28 W. 20.55 feet to a point; thence running N. 67-16 W. 790.0 feet to a point; thence running N. 15-58 W. 108.52 feet to a point; thence continuing N. 28-44 E. 174.43 feet to a point; thence continuing N. 55-03 E. 155.08 feet to the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of M. V. Cantrell dated March 2, 1984, and recorded March 5, 1984, in Deed Book 1207 at Page 477, R.M.C. Office for Greenville County, South Carolina.

This is a second mortgage junior to lien to that mortgage of American Federal Bank, FSB, recorded April 23, 1984, in Mortgage 1658 at Page 650.



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 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 heireinabove described in fee simple absolute, that it has good right and is Clawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. 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.

GREENVILLE OFFICE SUPPLY CO. INC.

5

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