LAW OFFICES OF

LATHAN, FATESOHX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

20081532 FASE674

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, Charles W. Hart and Jonelle T. Hart

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Three thousand one hundred and 00/100-----

according to the terms thereof, said note being incorporated herein by reference

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 Mortgagoe 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 beirs, 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, being the western one-half of Lot No. 27, Shoals Drive, Silver Shoals Subdivision as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book MM at page 35 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Shoals Drive at the joint front corner of Lots 27 and 28 and running thence down the joint line of said lots, S. 15-16 E. 210 feet to an iron pin; running thence N. 60-47 E. 32.4 feet to an iron pin in the center of Lot 27; thence a new line down the center of said lot, 205 feet to a point on the southern side of Shoals Drive; running thence with Shoals Drive, S. 70-15 W. 45 feet to the beginning corner.

ALSO: All that other tract of land in Cleveland Township, County and State aforesaid, being known as Lot No. 28, Section 2 of Silver Shoals as shown by plat recorded in Plat Book MM, page 35, RMC Office for Greenville County and described as follows:

Beginning at an iron pin on the southeastern side of Shoals Drive at the corner of Lot 29 and running thence with line of said lot, S. 22-31 E. 198.6 feet to a pin; thence N. 60-47 E. 65 feet to an iron pin at corner of Lot 27; thence along the line of Lot 27, N. 15-16 W. 210 feet to an iron pin on Shoals Drive; thence with said drive, S. 56-40 W. 90 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Roy A. Lockaby recorded in the RMC Office for Greenville County in Deed Book 1061 at page 831 on August 4, 1977.

The mortgagee's address is: PO Box 544, Travelers Rest, SC - 29690

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