

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, James Terry Laws and Lynn W. Laws

(hereinafter referred to as Mortgagor) is well and truly indebted unto Carl D. Blyth, Sr.

(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 Nineteen Thousand and NO/100----

according to the terms of note of even date, Dollars (\$ 19,000.00) due and payable

with interest thereon from N/A at the rate N/A per centum per annum N/A 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

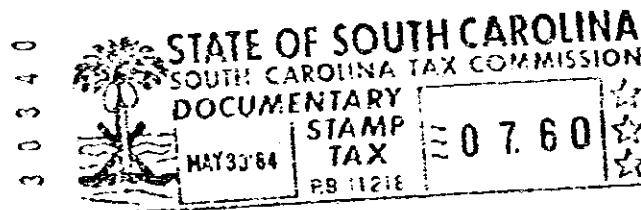
All that certain piece, parcel or lot of land situate, lying and being on South Warwick Road in Greenville County, South Carolina, being shown and designated as Lot No. 45 on plat of STRATFORD FOREST, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK at Page 89, and being further shown on plat of Property of James Terry Laws and Lynn W. Laws dated May 22, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-R at Page 17, and having according thereto the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of South Warwick Drive at the joint front corner of Lots 44 and 45 and running thence with the common line of Lot 44, N. 11-37 W., 305.10 feet to an iron pin at the joint rear corner of Lots 44, 45, 61 and 62; running thence with the common line of Lot 61, N. 72-40 E., 187.0 feet to an iron pin at the joint corner of Lots 45, 46, 60 and 61; running thence with the common line of Lot 46, S. 10-29 E., 316.0 feet to an iron pin on the northerly side of South Warwick Drive; running thence with the northerly side of said road S. 75-31 W., 80.0 feet to an iron pin; thence still with the northerly side of South Warwick Road, S. 77-21 W., 100.0 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Carl D. Blyth, Sr. to be recorded herewith.

This is a second mortgage which is expressly subordinate to and junior in lien to that certain mortgage given in favor of American Federal Bank, FSB, of even date, in the sum of \$110,000 to be recorded herewith.

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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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