STATE OF SOUTH CAROLINA OLLIE OLLIE FARMS WORTHALL WHOM THESE-PRESENTS MAY CONCERN:

WHEREAS, Sandra M. Armstrong

(hereinafter referred to as Mortgagor) is well and truly indebted unto Esquire Properties Corp.

in accordance to the terms set forth in a promissory note of even date given by Sandra M. Armstrong to Esquire Properties Corp.

with interest thereon from date 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:

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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, on the northerly side of Fernwood Drive, being shown and designated as Lot No. 8, on plat of Section IV, Edwards Forest, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book JJJ, at page 82, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Fernwood Drive, joint front corner of Lots Nos. 8 and 9 and running thence with the joint lines of said Lots N. 33-15 W., 175 feet to an iron pin; running thence N. 56-45 E. 100 feet to an iron pin; running thence S. 33-15 E. 175 feet to an iron pin on the northerly side of Fernwood Drive; running thence with the northerly side of said Drive S. 56-45 W., 100 feet to the point of BEGINNING.

This is the same property conveyed to me by deed of Donald C. Armstrong dated 24 February 1970, and recorded in the R. M. C. Office for Greenville County in Deed Book 885 at page 211.

The lien of this mortgage is subordinate to the lien of that certain mortgage given by Donald C. Armstrong to Fidelity Federal Savings and Loan Association dated January 31, 1969, and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1115 at page 652.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 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 tawfully claiming the same or any part thereof.