STATE OF SOUTH CAROTINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTANTAL CONCERN

WHEREAS, E. Perry Edwards and Joe G. Thomason

(bereinafter referred to as Mortgagex) is well and truly indebted units. SOUTHERN FINANCIAL SERVICES, INC., Post Office Box 10242, Greenville, S. C. 29603

(bereinafter referred to as Mortgagee) as evidenced by the Mortgagot's prior issues note of even date herewith, the terms of which are incorporated berein by reference, in the sum of

Fourteen Thousand and no/100----- Delards 14,000.00 | decard payable

In Ninty-six (96) consecutive monthly installments of Two Hundred Thirty-nine and 41/100 (\$239.41) dollars, beginning on August 30, 1979, and on the same day of each month thereafter until paid in full,

with interest thereon from

July 30, 1979

at the rate of 13.50

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of those presents, the receipt whereby acknowledged, has granted, bargained, sold and released, and by the presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

All that certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, within the corporate limits of the City of Mauldin and being known and designated as Lot No. 81 of the Subdivision known as Glendale, a plat of which is on record in the R.M.C. Office for Greenville County in Plat Book QQ, at pages 76 and 77 and having the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Fairfield Drive at the joint front corner of Lots 80 and 81 and running thence S. 11-16 W. 155 feet to point at the joint rear corner of Lots 80 and 81; thence, N 78-44 W, 95 feet to a point at the joint rear corner of Lots 81 and 82; thence N 11-16 E, 155 feet to a point on the southern side of Fairfield Drive at the joint front corner of Lots 81 and 82; thence, with the Southern side of Fairfield Drive S 78-44 E, 95 feet to the point of beginning.

This being the same property conveyed unto Joe G. Thomason by deed of Ruth D. Blackston recorded in the R.M.C. Office for Greenville County in Deeds Book 1103, at page 933, on June 4, 1979. Joe G. Thomason subsequently conveyed a one-half undivided interest unto E. Perry Edwards as recorded in Deeds Book 1103, at page 993, on June 4, 1979, in the R.M.C. Office for Greenville County.

This mortgage is second in priority to that of C. Douglas Wilson Company, Inc. recorded in the R.M.C. Office for Greenville County in Mortgages Book 883, at page 499 on March 7, 1962.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises

on the recorded plat(s), or on the premises, and apputerances 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 hospehold turniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said promises 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 hens 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 whomseever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter creeted on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

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