MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

WHEREAS,

Janet R. Crain

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert J. Davies

(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 Seven Thousand Four Hundred and No/100-----

\$164.62 per month beginning February 15, 1980, and continuing each and every month thereafter for a period of five (5) years with payments applied first to interest and balance to principal, together

with interest thereon from date

at the rate of twelve per centum per annum, to be paid: monthly.

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, the Mortgagee's heirs, 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, in Gantt Township, on the north side of Helen Drive and being shown and designated as a portion of Lot No. 5 and 0.37 acres on a Plat entitled "Property of Janet B. Crain", prepared by Charles K. Dunn and T. Craig Keith Associates, dated February 7, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-B at Page 16 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Robert L. Burns recorded in the RMC Office for Greenville County in Deed Book 1053 at Page 409 on March 28, 1977.

THIS is a second mortgage subject to that certain first mortgage to NCNB Mortgage Corporation (formerly known as North Carolina National Bank) recorded in the RMC Office for Greenville County in Mortgage Book 1392 at Page 582 in the original amount of \$12,750.00.

THE mailing address of the Mortgagee herein is 312 Yorkshire Drive, Greenville, South Carolina 29607.

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

THE HOUSE PROPERTY