STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Willem van der Zalm (Son) and Jeannie R. van der Zalm WHEREAS,

MITCHELL & ARIAIL

(hereinafter referred to as Mortgagor) is well and truly indebted unto Willem van der Zalm, Sr. (Father) and Johanna van der Zalm

(hereinaster 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

Six Thousand Five Hundred and no/100------ Dollars (\$ 6,500.00 ) due and payable and provided in the terms of the promissory note of even date, said terms are incorporated herein by reference

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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 Mortgager 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 piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being on the northeastern corner of the intersection of Strathmore Drive with Devenger Road in Greenville County, South Carolina, being known and designated as Lot No. 3 as shown on a plat entitled STRATHMORE made by Campbell & Clarkson, Surveyors, Inc. dated December 14, 1971, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 4-N at Page 57 and having according to a more recent survey thereof entitled PROPERTY OF WILLEM VAN DER ZALM AND JEANNIE R. VAN DER ZALM made by Freeland & Associates, dated January 28, 1980, recorded in Plat Book 7-U at Page 19, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Strathmore Drive at the joint corner of Lots Nos. 3 and 4 and running thence along the cormon line of said Lots, N. 66-48 E., 205.8 feet to an iron pin; thence with the center line of Brushy Creek as the line, the traverse of which is S. 56-01 W., 165.0 feet to an iron pin, and N. 73-27 E., 147.09 feet to an iron pin in the line of Lot No. 2; thence with the line of Lot No. 2 and with the branch as the line, the travers lines being S. 30-19 W., 271.7 feet to an iron pin, and S. 10-19 E., 266.6 feet to an iron pin on the northern side of Devenger Road; thence with the northern side of Devenger Road N. 80-12 W., 75.9 feet to an iron pin, N. 62-43 W., 95.1 feet to an iron pin, N. 60-29 W., 99.7 feet to an iron pin and N. 58.18 W., 127.5 feet to an iron pin at the intersection of Strathmore Drive with Devenger Road; thence with the intersection of Strathmore Drive with Devenger Road, N. 14-40 W., 37.9 feet to an iron pin on the eastern side of Strathmore Drive; thence with the eastern side of Strathmore Drive. N. 26-26 E., 28.0 feet to an iron pin, N. 7-56 E. 110.7 feet to an iron pin, N. 10-34 W., 40 feet to an iron pin and N. 22-14 W., 89.4 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Janice F. Gilmore and Mae Belle Esco Fant recorded February 7. 1980 in Deed Book 1120 at Page 222.

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 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 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 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.

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