LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

200x 1510 FAGE 920

STATE OF SOUTH CAROLINA COUNTY OF GREENVILEE

RSLEY

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

WHEREAS, Charles M. Anderson and Callie C. Anderson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Twenty four thousand six hundred seventy four and 40/100

The sum of th

according to the terms thereof, said note being incorporated herein by reference

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 the Community of Cleveland, at the northwestern corner of the intersection of U. S. Highway 276 and S. C. Highway 11, and being known and designated as Lot 1 on plat of property of M. L. Jarrard, prepared by W. R. Williams, Jr., dated October 18, 1972, and recorded in the RMC Office for Greenville County, in Plat Book 4-W at page 43, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point in the center of S. C. Highway 11 at the joint corner of Lots 1 and 2 and running thence along the center line of said highway S. 38-35 W. 168 feet to a point in the center line of U. S. Highway 276; thence along the center line of said Highway 276, N. 55-35 W. 100.5 feet to a point; thence along the joint line of Lots 1 and 2, N. 24-42 E. 108.7 feet to an iron pin (said line running through the center line of the wall between the present store building and the post office); thence continuing along the joint line of Lots 1 and 2, N. 39-31 E. 72.9 feet to an iron pin; thence S. 47-07 E. 92 feet to a railroad spike in the line of S. C. Highway 11; thence S. 55-35 E. 33 feet to the point of beginning, the center of said S. C. Highway 11.

ALSO: A right of way and easement for ingress and egress over that portion of Lot 2 lying to the northeast of said Lot 1, and being specifically that strip of Lot 2 shown on said plat as fronting 65 feet on S. C. Highway 11 and running back in a northwesterly direction 92 feet along the rear line of Lot 1, designated on said plat as having a course of N. 47-07 W. 92 feet. Said right of way and easement extends back to the rear line of Lot 2 designated on said plat as having a course N. 55-35 W. However, said right of way and easement only extends into Lot No. 2 off S. C. Highway 11 for a depth of 92 feet. This is a non-exclusive easement and right of way.

This is the same property conveyed to the mortgagors by deed of A. E. Cox, Jr. dated March 16, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1098 at page 725.

This is a second mortgage, junior in lien to that certain mortgage given to Poinsett Federal Savings and Loan Association on September 3, 1979 and recorded in the RMC Office for Greenville County in Mortgage Book 1347 at page 771.

The mortgagee's address is: PO Box 544, Travelers Rest, SC 29690

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

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