LAW OFFICES OF

IGATHAN: FAYSSOUX SENOTH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

SONN : 3 TANKERSLEY R.M.C

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

WHEREAS, Lewis E. Yates and Edna N. Yates

Termplan Inc. of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 Ten thousand nine hundred forty three and 08/100---------- Dollars (\$ 10,943.08 ) due and payable

according to the terms thereof, said note being 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 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, on the southern side of Bramlett Road in a section sometimes known as Blue Ridge View near the City of Greenville, and having the following metes and bounds:

Beginning at an iron pin on the southern side of Bramlett Road at the eastern edge of property formerly described as "Woods" and running thence S. 31-35 E. 150 feet to an iron pin; thence S. 60-10 W. 100 feet to an iron pin; thence N. 31-35 W. 150 feet to an iron pin on the southern side of Bramlett Road; thence with the southern side of Bramlett Road N. 60-10 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Emma E. Norris Willis recorded in the RMC Office for Greenville County in Deed Book 935 at page 423 on February 4, 1972.

This is a second mortgage, junior in lien to that certain mortgage given by Lewis E. Yates and Edna N. Yates to Carolina Federal Savings and Loan Association and being recorded in the RMC Office for Greenville County in Mortgage Book 1221 at page 371 on February 4, 1972.

The mortgagee's address is: PO Box 6521, Station B, Greenville, SC

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

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