MORTGAGE OF REAL ESTATE-Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

800/1549 436379

STATE OF SOUTH CAROLINA GREENVE FCC. S. C. COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSL

WHEREAS, KENNETH E. WALKER

(hereinaster referred to as Mortgagor) is well and truly indebted unto RONNIE J. SHIRLEY

(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

TWENTY-FIVE THOUSAND AND NO/100------ Dollars (\$-25,000.00-) due and payable Sixty [60] days from date

with interest thereon from date at the rate of $18\,\%$

per centum per annum, to be paid at maturity

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, its 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, Paris Mountain Township, designated as Lot No. 3 on a plat of property of Benjamin F. Watkins prepared by Terry T. Dill, RLS, on November 21, 1977, containing 0.456 acres, more or less, and having the following courses and distances:

BEGINNING at an iron pin at the joint front corner with Lot No. 2 on the Eastern side of Scaly Bark Road, and running thence a new line N 85-16 E 180.6 feet to an iron pin; thence S 19-08 E 55 feet to an old iron pin; thence S 34-50 E 45 feet to an iron pin; thence along a new line S 72-56 W 175 feet to an iron pin on Scaly Bark Road; thence along the right of way of said road N 24-18 W 137.3 feet to the beginning.

Being the same property conveyed to mortgagor by deed of Benjamin F. Watkins dated January 3, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1071 at Page 825.

This mort gage also includes and covers a 1965 Piedmont House Trailer Serial Number 135510-354 which shall not be removed from the lot without the mortgagee's consent.

This mortgage is junior in lien to a prior mortgage executed by the mortgagor in favor of Benjamin F. Watkins recorded in Mortgage Book 1420 at Page 902.

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.