P.O Box 2048, Greenville, SC 29602

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S.C.
12 13 PM '82
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1584 PAGE 580

WHEREAS, H. Scott Kirksey and Linda M. Kirksey

(hereinafter referred to as Mortgagor) is well and truly indebted unto Earle G. Prevost

(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 Four Thousand Five Hundred and No/100ths---------- Dollars ($ 4,500.00) due and payable according to the terms of a promissory note of even date herewith

with interest thereon from at the rate of per centum per annum, to be paid:

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 situate, lying and being in Greenville County, State of South Carolina and being shown and designated as Lot No. 109 on a plat of Hillsborough, Section 2, made by Jones Engineering Service and being recorded in the RMC Office for Greenville County in Plat Book 4F at Page 51 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Libby Lane at the joint front corner of Lots 108 and 109 and running thence with the joint line of said lots, S. 07-33 W. 168.2 feet to an iron pin at the joint rear corner of Lots 109 and 110; thence with the rear line of Lot 109, S. 81-14 E. 118.2 feet to an iron pin at the joint rear corner of Lots 109 and 110; thence with the joint line of said lots, N. 04-41 E. 171.3 feet to an iron pin on the south side of Libby Lane; thence running with the south side of Libbery Lane, N. 83-54 W. 18.3 feet to a point and continuing with the south side of said Libby Lane, N. 82-21 W. 91.7 feet to an iron pin at the point of beginning.

Being the same property conveyed to mortgagors herein by deed of Douglas M. Wilson and Edward W. Clay, Jr. dated June 12, 1981 and recorded in the RMC Office for Greenville County in Deed Book 1149 at Page 840.

The lien of the within mortgage is second and subsequent to the the lien of that certain mortgage given by H. Scott Kirksey and Linda M. Kirksey to South Carolina Federal Savings & Loan Association dated June 12, 1981 and recorded in the RMC Office for Greenville County in Mortgage Book 1543 at Page 938.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV-82
18.00

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.

GCTO ----3 NO1 82 018

4328 RV.2