Mortgagee's Address: 6 Marshall Ecourt, 6 Greenville, SC 29605

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STATE OF SOUTH CAROLINA COUNTY OF Greenville

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

WHEREAS, Michael G. Fleming and Brenda Brown

(hereinafter referred to as Mortgagor) is well and truly indebted unto Janet P. King

(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

Forty-Five Thousand and No/100 ----- Dollars (\$45,000.00) due and payable

with interest thereon from November 15, 1982 eleven (11%) per centum per annum, to be paid: in accordance with the terms of a note of even date filed contemporaneously herewith.

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 Mortgagoe at any time for advances made to or for his account of the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, near Simpsonville, containing 6.825 acres and being bounded by East Georgia Road to the South, Cooper Lake Road to the West, Lee Vaughn Road to the North, and the property of Shirley L. Whitmire to the East, as shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9I at page 28, and having, according to said plat, such metes and bounds as appears thereon.

This being a part of the same property heretofore conveyed to the Mortgagee by Deed of P. K. Phillips recorded September 19, 1975, in Deed Book 1024 at page 492.

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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 bousehold 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 hand 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 Mortgagor open and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.