

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES J. BALDWIN AND NANCY L. BALDWIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAVALIER PROPERTIES, A PARTNERSHIP,

(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 -----

SEVEN THOUSAND FIVE HUNDRED AND NO/100THS----- Dollars (\$ 7,500.00--) due and payable

ACCORDING TO THE TERMS OF THAT CERTAIN PROMISSORY NOTE EXECUTED ON EVEN DATE HEREWITH,

with interest thereon from DATE at the rate of NINE (9%) per centum per annum, to be paid: AS PER NOTE.

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:

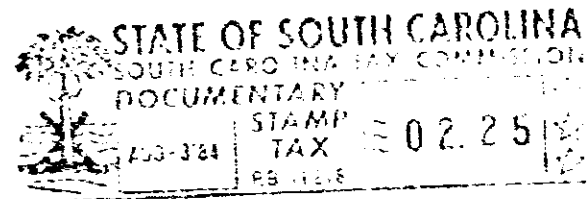
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the Northern side of POINTER LANE and being shown and designated as LOT 12 on a plat of CAVALIER WOODS, SECTION II, made by Freeland & Associates, Inc. dated June 1, 1983, and recorded in the RMC Office for Greenville County in Plat Book 10M at Page 34, reference being had to said plat for a more complete metes and bounds description.

THE above described property is the same acquired by the Mortgagor by deed from the Mortgagee dated July 26, 1984, to be recorded herewith.

THIS Mortgage is a second Mortgage and is junior in priority to that certain Mortgage held by The Lomas & Nettleton Company dated July 26, 1984, and recorded in the RMC Office for Greenville County on August 3, 1984, in REM Book 1676 at Page 5.

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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 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.

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