STATE OF SOUTH CAROLINA COUNTY OF Greenville

CREENVILLED S. MORTGAGE OF REAL ESTATE BOOK 1236 PAGE 453 OLLIE FARMS WORTH

WHEREAS.

BUFORD H. WORTHY, JR., AND JEAN H. WORTHY

(hereinafter referred to as Mortgagor) is well and truly, indebted unto John M. FLYNN

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the ferms of which are incorporated herein by reference, in the sum of Eight Thousand Three Hundred and no/100------ Dollars (\$ 8,300.00--) due and payable on demand.

with interest thereon from date at the rate of eight

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, being shown as Lot 98 on plat of Section I Thornwood Acres, recorded in Plat Book MM at page 105 in the RMC Office for Greenville County, and fronting on Leafwood Drive.

ALSO: All that lot of land in Greenville County, said State, being shown as Lot 53 on plat of Rosedale Subdivision, recorded in Plat Book WW at page 472 in the RMC Office for Greenville County, and fronting on Ivanhoe Circle.

This mortgage is a second mortgage, and specifically is junior in lien to the mortgage held by First Federal Savings & Loan Association covering Lot 53 Rosedale Subdivision, dated and recorded on even date herewith, in the amount of \$26,000.00.

This mortgage is given to secure repayment of a note to Southern Bank and Trust Company which the mortgagee has cosigned as an accomodation to the mortgagor.

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 thereform, 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 covenents that it is lawfully selved 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 fawfully claiming the same or any part thereof.

> FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK

> > SATISFIED AND CANCELLIAN OF HEROTOP