STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. We, Ernest D. Thomason and Edith Thomason

(hercinafter referred to as Mortgagor) is well and truly indebted unto Elaine Brooks Jernigan and Eileen B. Schlesinger

(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 Six Hundred Seventeen and No/100 -----

Dollars (\$ 617.00 ) due and payable

six months from date hereof,

with interest thereon from date at the rate of 9

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:

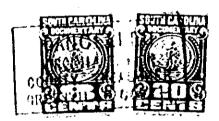
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, located on the eastern side of Pinefield Drive, being known and designated as Lot No. 134, South Forest Estates, as shown on plat thereof prepared by Pickell & Pickell, Engineers, of record in the RMC Office for Greenville County, S.C., in Plat Book GG, page 181, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Pinefield Drive at the joint front corner of Lots Nos. 135 and 134; thence with the line of Lot No. 135, N 84 41 E 125 feet to an iron pin; thence running S 5 20 E 85 feet to an iron pin; thence along Lot 133, S 84 41 W 125 feet to an iron pin on the Eastern side of Pinefield Drive; thence with Pinefield Drive, N 5 20 W 85 feet to the point of beginng.

This mortgage is junior-in-lien to that certain note and mortgage heretofore given unto Carolina National Mortgage Investment Co., Inc. covering the above described property, in the original sum of \$ 18,850.00, recorded in the RMC Office for Greenville County, S.C., in MOrtgage Book 1159, page 135

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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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covernants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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