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STATE OF SOUTH CAROLINA COUNTY OF Greenville

CHNERSLEY

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

WHEREAS, I, Winston F. Woodward

(hereinafter referred to as Mortgagor) is well and truly indebted unto Murray F. Woodward

(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 SEVENTY-FIVE THOUSAND AND NO/100-----

Dollars (\$ 75,000.00) due and payable

per terms of note

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 Mortgagoe at any time for advances made to or for his account by 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, being shown as tract containing 2.05 acres on a plat of Property Winston Woodward dated October 12, 1978, prepared by Freeland & Associates, recorded in Plat Book 6U, Page 99 in the RMC Office for Greenville County and having according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the southern side of a frontage road at the corner of a proposed 60 foot road, said iron pin being 2500 feet more or less from Brushy Creek and running thence with said proposed road the following courses and distances; S. 00-19 W. 162.8 feet, S. 26-11 W. 52.33 feet, S. 45-30, W. 100 feet and S. 38-30 W. 37.02 feet to an iron pin; thence S. 37-40 W. 265.73 feet to an iron pin; thence N. 26-47 W. 217.9 feet to an iron pin; thence N. 28-10 E. 150.40 feet to an iron pin; thence N. 82-15 E. 137.66 feet to an iron pin; thence N. 11-38 E. 151.45 feet to an iron pin on the aforementioned frontage road; thence with said road N. 79-54 E. 143.22 feet to the point of the beginning.

This is the identical property conveyed to the mortgagor by deed of Threatt Enterprises, Inc. as recorded in the RMC Office for Greenville County in Deed Book 1096 at page 986, recorded February 15, 1979.

This mortgage is junior in lien to that mortgage given to United Federal Savings and Loan Association of Fountain Inn, recorded in the RMC Office for Greenville County in Mortgage Book 1460 at Page 648 and having an approximate balance of \$110,000.00.

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 beirs, 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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