STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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WHEREAS, We, Joseph Lee Blakely and Mildred F. Blakely,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Bank and Trust Company

(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 Three Thousand Three Hundred Fifty Eight and 80/100----Dollars (\$ 3,358.80

) due and payable

in accordance with terms of note of even date herewith.

xx/including
with interest thereon from date hereof at the rate of 16.00 APR

monthly

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 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 known and designated as a part of Lot 135 as shown on a Plat of Overbrook Land Company #3 recorded in the R.M.C. Office for Greeville County in Plat Book F, page 218 and having according to a more recent plat of property of Judy A. Crider, the following metes and bounds, to wit:

Beginning at an iron pin on the northerly side of Woodville Avenue, which iron pin is the joint front corner of lots 135 and 136, and running thence N. 24-57 E. 150 feet to an iron pin; thence S. 77-56 E. 40 feet to an iron pin on the westerly side of Jedwood Drive; thence S. 14-52 W. 140.5 feet to an iron pin; thence S. 70-30 W. 14.7 feet to an iron pin; thence N. 73-21 W. 56 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by decdof James T. Lynn recorded in the R.M.C. Office for Greenville County in Deed Book 987, page 315 on October 31, 1973.

This mortgage is junior to that mortgage of Colonial Mortgage Service Company recorded in the R.M.C. Office for Greenville County in R.E.M. Book 1294, page 261 on October 31, 1973.

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 liers and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.