LAW OFFICES OF

- LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Kim J. Abney

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kathy A. Chisholm

(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

Twenty five thousand eight hundred twelve and 54/100---
Dollars (\$ 25,812.54 ) due and payable

according to the terms thereof, said note being incorporated herein by reference

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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, the Mortgagoe's heirs, 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 Sute of South Carolina, County of Greenville, being known and designated as Lot No. 363, Botany Woods, Section V, as shown on a plat prepared by Piedmont Engineers and Architects, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ Pages 66 and 67, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Southwick Lane (formerly Abelia Drive), joint front corner of Lots Nos. 363 and 364 along common line of said lots, N. 33-32 W. 146.4 feet to an iron pin, rear line of Lot No. 270; running thence along rear line of said lot, S. 49-40 W. 72.9 feet to an iron pin, rear line of Lot No. 271; running thence along rear of said lot, S. 64-52 W. 20 feet to an iron pin rear line of Lot No. 270, joint line of said lots, S. 43-33 E. 143 feet to an iron pin, western side of Southwick Lane; running thence along Southwick Lane N. 56-10 E. 80 feet to the point of beginning.

This is a second mortgage, junior in lien to that certain mortgage given by Kim J. Abney to First Federal Savings and Loan Association on April 30, 1980 and being recorded in the RMC Office for Greenville County on May 1, 1980 in Mortgage Book 1502 at page 90.

This is the same property conveyed to the mortgagor by deed of Kathy Rice Abney, now known as Kathy A. Chisholm, dated April 29, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1124 at page 973.

The cortgagee's address is: Route 6, Box 389, Clinton NC 28328

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 hid 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, he 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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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