MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

I, LARRY B. CARPER

(hereinafter referred to as Mortgagor) is well and truly indebted unto KENNETH M. CHESHIER

(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

TWO THOUSAND ------ Dollars (\$ 2,000.00) due and payable

on or before February 15, 1981

with interest thereon from maturity

at the rate of 8%

per centum per annum, to be paid: monthly

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 Mortgagor 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, the Mortgagee'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 State of South Carolina, County of Greenville, known as Lot No. 25 on a plat of VARDRY VALE, Section II, recorded in plat book WWW at page 53 and described according to said plat as follows:

Beginning at an iron pin on the northwestern edge of Vesta Drive, at the joint front corner of Lots 25 and 26 and running thence with the line of lot No. 26, N. 55-40 W. 150 feet to an iron pin; thence S. 34-20 W. 80 feet to an iron pin at the joint rear corner of Lots 24 and 25; thence with the line of Lot No. 24, S. 55-40 E. 150 feet to an iron pin on the northwestern edge of Vesta Drive; thence with the edge of said Drive, N. 34-20 E. 80 feet to an iron pin, being the point of beginning.

This is the same property conveyed to mortgagor by mortgagee by deed of even date herewith, to be recorded.

This mortgage is junior in lien to a mortgage held by Collateral Investment Company recorded in vol. 1374 page 894 of the RMC Office for Greenville County.

Mortgagee's address: Route # 4 Barry Drive Greer, S. C. 29651

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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 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 primises are free and clear of all liens and encumbrances except the 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.