LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCACE OF REAL ESTATE

GREENWHIE CO. S. C.

ecc: 1547 43691

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 23 11 00 AH '81 DONNIE S. TANKERSLEY

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

WHEREAS,

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Jerry C. Queen

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

David S. Kuykendall

(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 Fifteen Thousand Three Hundred and No/100

Dollars (\$ 15,300.00 ) due and payable

as set out in promissory note of even date

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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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the northwestern corner of the intersection of Pelham Road and Birnam Court and running thence with the western side of Birnam Court, N.03-32 W. 204 feet to an iron pin; thence S. 84-05 W. 221.31 feet to an iron pin; thence S. 06-00 E. 210.1 feet to an iron pin on the northern side of Pelham Road; thence with the northern side of Pelham Road, N. 82-30 E. 208 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed of David S. Kuykendall, of even date, to be recorded herewith.

Upon the sale of the above described property the entire balance of this mortgage becomes due.

Mortgagee's Address: David S. Kuykendall 3010 Atlantic Avenue Allenwood, New Jersey

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

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