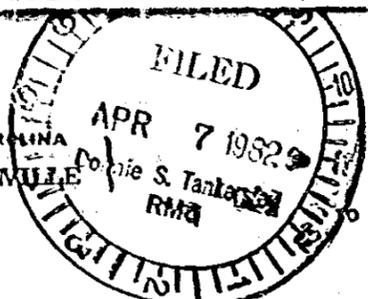


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

Rt #3 Box 255
Fountain Inn
SC 29644

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1567 PAGE 508

WHEREAS, BLUFORD L. HURLEY and GENEVA HURLEY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto HUGH M. DRAKE and WALTER F. WALDEN,

(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 TWELVE THOUSAND FOUR HUNDRED TWENTY AND no/100 ----- Dollars (\$ 12,420.00) due and payable

In accordance with the Note

with interest thereon from date at the rate of ten 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:

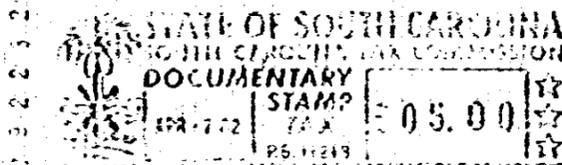
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing 6.0 acres, on Nelson Road and being shown on a plat of property of Ronnie Carlisle, prepared by T.H. Walker, Jr., R.L.S. on September 22, 1979, which plat is recorded in the R.M.C. Office for Greenville County in plat book 8-V at page 87 which property has according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Nelson Road (which nail and cap lies 167 feet from Thomason View Road) and running thence along the center of Nelson Road N. 2-13 E., 300 feet to a nail and cap; thence turning and running S. 88-12 E. 1030 feet to an iron pin; thence S. 2-13 W., 208 feet to an iron pin; thence S. 86-42 W., 1034.76 feet to the point of beginning.

THIS mortgage is second and junior in lien to that mortgage between Walter F. Walden and Hugh Michael Drake to Jean F. Thomason, as Substitute Trustee of the Trust created by the Will of J.R. Thomason; said mortgage being recorded in the R.M.C. Office for Greenville County, in Mortgage book 1474 at page 189.

NOTE: It being understood that upon the pay-off by the Mortgagors herein of this mortgage, that the Mortgagees will be able to obtain release from the first mortgage to Thomason.



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This is the same property conveyed by Deed of Mortgagee recorded herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 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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