STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: 600x1572 PAGE 59

WHEREAS,

James G. Meek and Barbara B. Meek

(hereinafter referred to as Mortgagor) is well and truly indebted unto William E. Smith, Ltd.

Post Office Box 6251, Greenville, S. C. 29606

(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 Five Thousand and No/100----- Dollars (\$ 5,000.00

on or before March 1, 1984;

with interest thereon from

date

at the rate of twelve

per centum per annum, to be paid: at maturity

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:

State of South Cardinese Rollowski XX

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 19 on plat of BROOKFIELD WEST, SECTION I, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 19, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagors by William E. Smith, Ltd. by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1164, at page 778, on April 1, 1982.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagors to First Federal Savings and Loan Association recorded in the R.MC. Office for Greenville County, South Carolina, in Mortgage Book 1571, at page 213, on May 31, 1982.

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 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 assigne forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple abs. . 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 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.

umbrances except as provided

THEENVILLE OFFICE SUPPLY CO. HILLS