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LAW OFFICES OF THOMAS C. BRISSEY, P.A. MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

Bob Terfell

SLEY

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

James Abbott West and James Alan West

(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

Seventeen Thousand and No/100

Dollars (\$ 17,000.00) due and payable

as set out in promissory note of even date

WINTY MORKSHOOT TO EXCENSIVE YEARS

XXXXXXXXXXXX

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, 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, in the City of Greenville, shown as the eastern portion of Lot 37 on plat of Overbrook Subdivision, recorded in Plat Book E at page 252 and having the following courses and distances:

Being bounded on the North by an alley and/or Lot 34 whereon it measures 172 feet, on the East by Balsam Road whereon it fronts 45 feet, on the South by property of others whereon it measures 172 feet; and on the West by the remaining portion of Lot 37 (conveyed to R.H. Hambright on August 10, 1962 by deed recorded in Deed Book 704 at page 238) whereon it measures 67.6 feet; being known as 8 Balsam Street; and being a portion of the premises conveyed by Edward Long by deed recorded in Deed Book 294 at page 146. Also that certain easement reserved unto Edward Long running through a portion of Lot 37 from Spruce Street to the property herein described.

This being the same property conveyed to Mortgagor by deed of James Abbott West and James Alan West of even date to be recorded herewith.

The Mortgagee hereby agree to pay the balance of that certain mortgage to Catherine D. Carroll recorded in the RMC Office for Greenville County in Mortgage Book 1553 at page 139.

Mortgagee's Address:

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411 Cherokee Dr.

Greenville, S.C. 29615

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 ail 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 beirs, successors and assigns, forever.

The Mortgagor coverants 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.