STATE OF SOUTH CAROLINA Greenville COUNTY OF

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

K. Mace Brown and Chris S. Brown WHEREAS,

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

(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

Fourteen Thousand and No/100----- Dollars (\$14,000.00 ) due and payable

In equal monthly installments of principal and interest in accordance with the terms of said promissory note

at the rate of thirteen /per centum per annum, to be paid: even date with interest thereon from in full on or before September 1, 1992.

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

ALL that certain piece, parcel or lot of land with buildings and improvements thereon situate, lying and being on the South side of East Prentiss Avenue in City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 14, of Block "D", on plat of Cagle Park Property made by R. E. Dalton, Engineer, June 15, 1915, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "C", at Pages 237 and 238, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on South side of East Prentiss Avenue, joint corner of Lots 14 and 15, and running thence with the joint line of said lots S. 33-36 W. 170 feet to an iron pin on a fifteen (15) foot alley; thence with said alley S. 56-28 E. 60 feet to iron pin on another alley (Lupo Street); thence with the last mentioned alley N. 34-01 E. 163.5 feet to iron pin on South side of East Prentiss Avenue; thence with said Avenue, N. 50-20 W. 61.5 feet to iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Kay T. Gallagher, now Kay Thomas, of even date and to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to First Federal Savings and Loan Association of South Carolina, recorded in the RMC Office for Greenville County in Mortgage Book 1578 at Page 400.

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 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.