STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, JOHN O. VERNON

BANK OF TRAVELERS REST (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 Twelve Thousand and No/100------

Dollars (\$ 12,000.00 in monthly installments of One Hundred Fifty-Three and 80/100(\$153.80) Dollars commencing June 1, 1983 and One Hundred Fifty-Three and 80/100 (\$153.80) Dollars on the first day of each month thereafter until May 1, 1993, at which time the entire unpaid balance shall become due and payable, per centum per annum, to be paid: monthly. at the rate of 13.25% with interest thereon from date hereof

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 NUW, KNUW ALL MEA, I nat the Mortgagor, in consideration of the altoresaid 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, shown as Lot No. 17 on plat of RENTREW PLANT OF ABNEY MILLS recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at page 53, and which lot fronts 67 feet on the eastern side of School Street and having such metes and bounds as shown on said plat, and being the same conveyed to me in Deed Book 976, at page 79.

Derivation: Ray H. and Annette H. Williams, deed book 187 at page 228 recorded May 5, 1983.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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.

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