MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Viola H. Cart,

(hereinafter referred to as Mortgagor) is well and truly indebted dinto Ray C. Stiles and Jackie R. Stiles

with interest thereon from date at the rate of 11% per centum per annum, to be paid: at maturity (simple interest) 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:

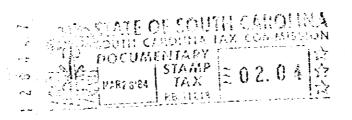
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown as Lot No. 66 on plat of "Portion of Property of Lewis Plaza, Inc." as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book U at Page 65 and fronting on Brookwood Drive and being all of the property described in a deed from Ray C. Stiles and Jackie R. Stiles to Viola H. Cart dated this day and recorded herewith.

The mailing address of the Mortgagees is: Route 3, Box 269B, Hickory Tavern Road, Fountain Inn, South Carolina 29644

It is agreed by the parties hereto that the Mortgagor may anticipate payment in any amount at any time without penalty.

This mortgage is junior to, and the lien created by is second in priority to, the mortgage executed by Ray C. Stiles and Jackie R. Stiles dated November 16, 1973, in the original sum of \$26,400.00 and recorded in said R.M.C. Office on November 19, 1973, in Mortgage Book 1295 at Page 489.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 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 whomsofver lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

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(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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