ADDRESS: 201 E. NOM ST. ONEQUELLE SC 29601

MORTGAGE - INDIVIDUAL FORM - MITCHELL & ARIAIL, GREENVILLE, S.C.

STATE OF SOUTH CAROLINA OF ENTRY

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GREENVILLE JIM 12 11 17 MM 'SUTO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard Johnson & Brenda R. Johnson

(hereinaster reserred to as Mortgagor) is well and truly indebted unto Joe G. Thomason, Bob R. Janes and

J. Greg Johnson
(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

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:

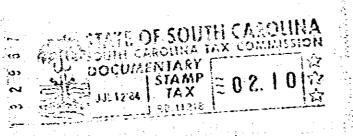
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 situate, lying and being on the easterly side of Central Street, now known as Briarcliff Drive in the City of Greenville, Greenville County, South Carolina in East Overbrook Subdivision and being shown as lot no. 11 on a plat entitled PROPERTY OF W. E. PHELPS made by C. M. Furman, Jr. recorded in Plat Book F at Page 46 in the R.M.C. Office for Greenville County, South Carolina and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Central Street (now known as Briarcliff Drive) corner of lot no. 13, which pin is 240 feet N. 43-45 E. from the intersection of Westview Road and Central Street, and running thence with line of lot no. 13, S. 36-38 E. 199 feet to a stake on 14 foot alley; thence N. 42-35 E. with said alley, 60 feet to a stake, corner of lot no. 10; thence with the line of lot no. 10, N. 36-38 W. 199 feet to stake in Central Street; thence with Central Street, S. 43-45 W. 60 feet to the beginning corner.

The above property is the same property conveyed to the mortgagor by deed of J. Greg Johnson to be recorded herewith.

This mortgage is a second mortgage junior in lien to a mortgage given to Bankers Life Company recorded in Mortgage Book 1584 at Page 810.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(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 Mortgagor 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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