Post Office Box 6807 Greenville, SC 29606-6807

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, James M. Wynn and Kimberly E. Smith

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

(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

according to Note of even date

with interest thereon from even date

at the rate of 15.01 per centum per annum, to be paid:

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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the eastern side of Vannoy Street and being known and designated as Lot 33 of Section H on a plat of Stone Land Company, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book A at Pages 337 through 345, and being more fully shown on a more recent survey entitled "Property of Charles B. Stone," dated April 22, 1983, prepared by Jones Engineering Service, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of Vannoy Street, which old iron pin is located 230 feet from Stone Avenue, and running thence with the joint line of Lots Nos. 31 and 33 S. 71-50 E. 217 feet to an iron pin at the joint rear corner of Lots Nos. 31 and 33; running thence with the rear line of Lot 33 S. 20-19 W. 55 feet to an old iron pin at the joint rear corner of Lots 33 and 35; running thence with the joint line of said lots N. 71-50 W. 270 feet to an iron pin on the eastern side of Vannoy Street, joint front corner of Lots 33 and 35; running thence with the eastern side of Vannoy Street N. 20-19 E. 55 feet to the POINT OF BEGINNING.

BEING the same property conveyed to James M. Wynn and Kimberly E. Smith by Charles B. Stone by deed dated August 15, 1984 and recorded in the R.M.C. Office for Greenville County in Deed Book/2/9 at Page 900 on August 2006, 1984

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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 bein, 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 its 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 fore er, from and against the Mortgagor and all persons whomspever Lawfully claiming the same or any part thereof.

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