LAW OFFICES OF LATHAN, SMITH & BARBARES, P.A., GREENVILLE, SOUTH CAROLINA

MORTCACE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERNI

WHEREAS,

Thomas W. Bayne

(hereinaster referred to as Mortgagor) is well and truly indebted unto Mamie B. Cunningham

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by rescrence, in the sum of Twelve Thousand and No/100------

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference.

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, the Mortgagee's heirs, 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 Greenville.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Cleveland Township, being known and designated as Lot No. 9 on plat of SILVER SHOALS recorded in the RMC Office for Greenville County in Plat Book MM at Page 35 and Plat Book JJ at Page 55 and having such metes and bounds as shown thereon, reference to said plats being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Mamie B. Cunningham recorded in the RMC Office for Greenville County of even date herewith.

ALSO:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, near the Community of Cleveland, near the Middle Saluda River, being shown as Lot No. 10 on a plat of Section No. 1 of SILVER SHOALS recorded in the RMC Office for Greenville County in Plat Book MM at Page 35 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Shoals Drive at the corner of Lots 10 and 11 running with right-of-way of road S.65-52 W. 80 feet to an iron pin; thence S.09-51 E. 252.9 feet to a stake in the northern side of Silver Circle; running thence with said Road, S.76-52 E. 81.7 feet to an iron pin in edge of road; thence N.09-24 W. 306.3 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Ester Louise Mullinax recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is: Route 1, Box 224-B, Marietta, S. C. 29661

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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 heirs, successors and assigns, forever.

The Mortgagor covenants that is 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.

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