BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1703 E. NORTH ST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE:

MORTGAGE OF REAL ESTATE

522 Westcliffe Way

Greenville, South Carolina

MORTGAGE OF REAL ESTATE

522 Westcliffe Way

Greenville, South Carolina

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

I, ROBERT P. NEFF, JR.,

thereinafter referred to as Mortgagor) is well and truly indebted unto Epstein Enterprises, Ltd.

with interest thereon from at the rate of 5% per centum per annum, to be paid: 5 years from date of mortgage and promissory note

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgager for such further sums as may be advanced to ur for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes.

NOW, ENOW 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 Mortgagor it any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby adminishedged, has granted, hir gamed, solid and released, and by these presents does grant, burgain, sell and release unto the Mortgagor, its successors and assigns.

ALL that certain piece, parcel, or lot of land with the buildings and improvements thereon, lying and being on the northerly side of Westcliffe Way near the City of Greenville, South Carolina, being a portion of Lot 171 and a portion of Lot 172 on plat of Westcliffe, Section 2, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-E at Page 113 and having, according to a more recent survey entitled "Property of Robert P. Neff, Jr. and Imojean S. Neff," dated July 15, 1980, prepared by Freeland and Associates, Surveyors, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-A, Page 52, the following metes and bounds, to-wit:

EFGINNING at an iron pin on the northerly side of Westcliffe Way, said pin being the joint front corner of Lots 172 and 173 and running thence with the common line of said lots N. 28-37 E., 341.5 feet to an iron pin, the joint rear corner of Lots 172 and 173; thence S. 71-10 E., 51.3 feet to an iron pin, the joint rear corner of Lots 172 and 129; thence with the common line of said lots S. 12-57 E., 34.5 feet to an iron pin; thence S. 5-10 W., 120.4 feet to an iron pin; thence S. 21-43 E., 222.3 feet to an iron pin on the northerly side of Westcliffe Way; thence with the northerly side of Westcliffe Way S. 68-05 W., 37.2 feet to an iron pin; thence N. 88-25 W., 66.7 feet to an iron pin; thence N. 70-49 W., 67 feet to an iron pin; thence N. 62-16 W., 143.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Alvin T. Dallas and Shirley S. Dallas as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1129, at Page 295 on July 16, 1980.

This mortgage is junior in lien to those certain mortgages to Charter Mortgage Company as recorded in the RMC Office for Greenville County, South Carolina on July 15, 1980 in Mortgage Book 1507, at Page 848 in the original amount of \$67,500.00 and mortgage to Palmetto Bank as recorded in the RMC Office for Creenville County, South Carolina on January 26, 1983 in Mortgage Book 1593, at Page 868 in the original amount of \$60,000.00.

Together with all and suggister rights, members, herediciments, and apportenances to the same belonging in any way incalent or apportuning, and all of the rents, muses, and profits which may area or be had thereform, and including all heating, plumbing, and lighting futures now or hereafter attached, connected, or lated thereto in any manner, it being the intention of the parties hereto that all such futures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and susgular the rand premiers make the Mintgoger, its hear, successors and assigns, forever,

The Mortgagus coverants that at is limitally second of the premises hearinghore described in fee sample absolute, that it has good right and in lawfully authorized to self, coursey or encusives the same, and that the premises are free and clear of all heas and encumbrances except as provided herein. The Mortgague forther coverants to marrant and forever defend all and singular the said premises unto the Mortgague forever, from and against the Mortgague and all persons whomeseever leadably classing the same or any part themsel.

σ.

1328-m-3