Substitution of the state of

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

T 20 2 18 PHTO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kelly B. Jones and Nancy W. Jones

(hereinalter referred to as Mortgagor) is well and truly indebted unto Eastman Chemical Products Inc., Kingsport, Tennessee

(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 THIRTEN THOUSAND THREE HUNDRED THIRTY-EIGHT AND NC/100----

Reference is hereby made to note of even dated which terms are incorporated herein by reference.

with interest thereon from date at the rate of 6 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 scaling 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 in the County of Greenville, State of South Carolina at the intersection of Hunting Hollow Road and Runnymede Road, being shown and designated as Lot No. 94 on plat of Section I, Foxcroft, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4-F, at Pages 2,3, and 4 and having according to a more recent plat made by Freeland and Associates dated October 25, 1984 entitled property of Kelly B. Jones and Nancy W. Jones, recorded in the RMC Office for Greenville County, S.C. in Plat Book //- A at Page 5/ the following metes and bounds to-wit:

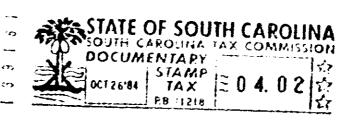
BEGINNING at an iron pin on the easterly side of Hunting Hollow Road, at corners of Lots Nos. 93 and 94 and running thence with the easterly side of Hunting Hollow Road the following courses and distances: N. 62-59 W., 50 feet to an iron pin; N. 55-55 W. 44.3 feet; and N. 52-09 W. 88.6 feet to an iron pin; thence with the intersection of Hunting Hollow Road and Runnymede Road N. 7-09 W., 35.4 feet to an iron pin on the southerly side of Runnymede Road; thence with the southerly side of Runnymede Road N. 37-51 E. 115 feet to an iron pin, joint corner of Lots Nos. 94 and 95; thence with the joint lines of said Lots S. 52-09 E., 171.49 feet to an iron pin in line of Lot 93; thence with the joint line of Lots Nos. 93 and 94 S. 22-27 W. 132.5 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Richard D. Graham and Lillian G. Graham of even date to be recorded herewith.

This mortgage is junior and second to that mortgage of even dated given by the mortgagors to First Federal Savings and Loan Association of South Carolina in the original amount of \$51,000.00.

This loan is non-transferable.

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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 such fixtures, 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 whomsever 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 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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