

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Roger K. Smathers and Sharon P. Smathers

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. S. Bailey and Son, Bankers,
P. O. Box 449, Laurens, South Carolina 29360

(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

Thirty Five Thousand and No/100ths -----Dollars (\$ 35,000.00) due and payable

per terms of said note of even date.

with interest thereon from date at the rate of ~~XXXXXXXXXXXXXXXXXXXX~~ per terms of
said note of even date.

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 GREENVILLE

All those two certain lots of land in Greenville County, City of
Greenville, State of South Carolina, near Paris School and being
known and designated as Lot No. 5 and a portion of Lot No. 6,
according to plat of property of E. H. Greene, said plat recorded
in the RMC Office for Greenville County in Plat Book I at Pages 9
and 10, and according to said plat, having the following metes
and bounds, to-wit:

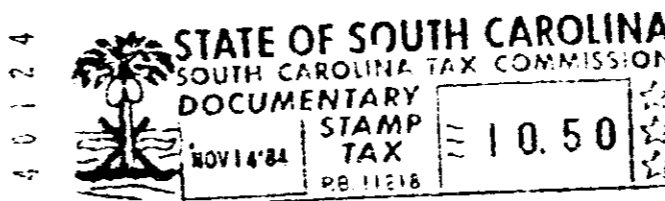
LOT NO. 5: BEGINNING at an iron pin on the Western side of
Greene Street (now Nature Trail) joint front corner of Lots 4 and
5, and running thence with the joint line of Lots 4 and 5 N. 70-
30 W. 431.3 feet to an iron pin; thence S. 26-20 W. 100.5 feet to
an iron pin, joint rear corner of Lots 5 and 6; thence with the
line of said Lots, S. 70-30 E. 442.9 feet to an iron pin on Greene
Street (now Nature Trail); thence with Greene Street (now Nature
Trail) N. 19-30 E. 100 feet to the beginning corner.

Portion of Lot No. 6: Being the Northern two-thirds (2/3)
portion of said Lot NO. 6 as appears on the plat above referred
to and adjoining the Lot first hereinabove described.

This being the same property conveyed unto the Mortgagors by deed
of Thomas W. Williams and Hampton M. William recorded in the RMC
Office for Greenville County, South Carolina in Deed Book 1161,
Page 260 on January 20, 1982.

This mortgage is second in priority to that previously given to
Thomas W. Williams, et al recorded in the RMC Office for
Greenville County, South Carolina in Mortgage Book 1561, Page 795
on January 20, 1982 in the original amount of \$43,950.00

GCTO -----1 NO14 84 024



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 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 Mortgagee forever, from and
against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.