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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Leon N. Chapman and Marilyn Chapman

hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company,
its successors and assigns forever

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

Six Thousand and No/100 ----- Dollars (\$ 6,000.00) due and payable
on demand

with interest thereon from to date at the rate of 8 per centum per annum, to be paid:
in 90 day installments

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:

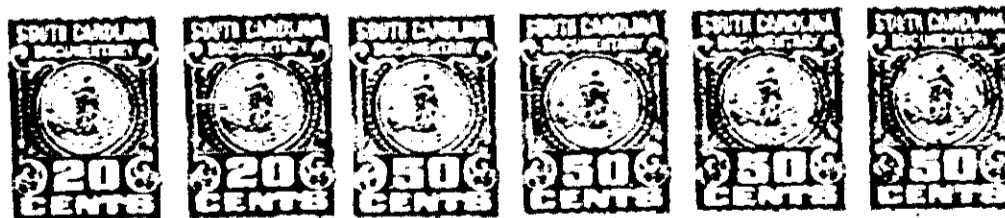
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Cleveland Township at River Falls located on the northern side of the Middle Saluda River and having, according to a plat of Property of J. C. Hill, dated February 16, 1967, and recorded in the RMC Office for Greenville County in Plat Book VVV at Page 107, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the river, which iron pin is situate approximately 82 feet from the bridge over the river and running thence N. 23-05 E. 56.2 feet to the southeastern side of a private road; thence along the said private road, N. 69-20 E. 179.1 feet; thence S. 53-20 E. 77.4 feet; thence S. 32-10 W. 200 feet to a point in the center of Middle Saluda River; thence up the center of the river in a northeasterly direction 170 feet to the point of beginning.

ALSO all that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina in Cleveland Township at River Falls and adjoining the above described property and located on the northern side of Saluda River and having, according to a plat of property of Bob Severson said plat being recorded in the RMC Office for Greenville County in Plat Book MMM at Page 137 the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Property now or formerly belonging to Varner on an unnamed county road and running thence along the center of said road, N. 69-20 E. 136.1 feet; thence N. 23 E. 7.5 feet; thence N. 7 E. 80.7 feet; thence N. 32-45 E. 62 feet; thence N. 60 W. 72.2 feet to an iron pin on the road at the corner of Property now or formerly belonging to Varner; thence S. 31-10 W. 64.7 feet; thence S. 53-30 W. 81.7 feet; thence S. 5-40 W. 118.8 feet to the beginning.

This mortgage is junior to a mortgage to Peoples National Bank, now known as Bankers Trust of South Carolina, dated May 8, 1973 in the amount of \$10,000.00 and recorded in the RMC Office of Greenville County in Mortgage Book 1274, at Page 791.



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 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.

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