COUNTY OF GREENVILLE

REENVILLE 60, S.C. MORTGAGE OF REAL ESTATE

Buettner and D. Gayle Buettner

Jeffrey P. Buetenes. BASKERSLEY WHEREAS, R.H.C.

(hereinalter referred to as Mortgagor) is well and truly indebted unto Michael D. Cooper and Sherie H. Cooper

(hereinsfter referred to as Morigagee) as evidenced by the Morigagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eight Thousand Five Hundred and No/100--------- Dollars (\$ 8,500.00

according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of 12% 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, birgain, sell and release unto the Mortgagee, its successors and assigns: ALL that piece, parcel or tract of land containing 7.62 acres, more or less, with all buildings and improvements, situate, lying and being at the southwestern corner of the intersection of a County Road with the Hammond Road, in Fairview Township, Greenville County, South Carolina, near the Town of Simpsonville, being shown on a Plat of the Property of H. N. Hammond, Jr.,

made by C. O. Riddle, Surveyor, dated February 2, 1980, and having according to a plat of a survey for Jeffrey E. Buettner and D. Gayle Buettner, made by C. O. Riddle, Surveyor, dated March 7, 1984, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center line of the intersection of a County Road with Hammond Road, at the corner of property now or formerly owned by Robert E. Vaughn, et al, and running thence along through the center of Hammond Road the following courses and distances: S. 0-34 W. 120.2 feet to a nail and cap; S. 6-43 E. 90.6 feet to a nail and cap; and S. 8-53 E. 367.9 feet to a nail and cap; thence a new line through other property owned by H. N. Hammond, Jr., S. 75-44 W. 481.4 feet to an iron pin near a stream; thence along the line of property now or formerly owned by E. T. Bootle, Jr., N. 8-30 W. 410.7 feet to an iron pin; thence N. 80-46 W. 33 feet to an iron pin near a stream; thence with a branch as the line opposite property now or formerly owned by Mildred H. Faber, the traverse line of which is N. 16-02 W. 325.5 feet to a point on a County Road; thence through said County Road, S. 84-32 E. 76.3 feet to an iron pin; thence continuing with said County Road, S. 88-45 E. 259 feet to a point; thence continuing with said County Road, S. 85-35 E. 249.8 feet to the point of beginning.

The above described property is the same conveyed to the Mortgagors by deed of Michael D. Cooper and Sherie H. Cooper, dated March 13, 1994 to be recorded simultaneously herewith.

The within mortgage is junior in lien to that certain mortgage given by Jeffrey E. Buettner and D. Gayle Buettner to First Federal Savings & Loan Association of Spartanburg, dated March 13, 1984, to be recorded simultaneously herewith.

ALSO: ALL that certain piece, parcel or lot of land, with all buildings and improvements, situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 219, Charter Oak Drive, Peppertree Subdivision, Section #2, as shown on a plat entitled "Property of Jeffrey E. Buettner and Donna Gayle Buettner", prepared by Carolina Surveying Co., dated February 9, 1979 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 6-Z, page 65, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the Mortgagors by deed of James MacArthur and Olivia M. Morris, dated February 9, 1979, recorded in Deed Book 1096, page 778 on February 12, 1979 in the RMC Office for Greenville County, S. C. (SEE ADDENDUM ATTACHED HERETO)

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 usual household humiture, 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 bereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convay 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.

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 50 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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