CLLIL I SOMERTH

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Thereas: Larry E. Goodson and Catherine S. Goodson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wilton M. Chandler, William H. Chapman and William F. Davis,

(hereinafter referred to as Mortgagee) assexidanced/by/the/Mantgager's promiseory made all seen alute have with the terms of which see incorporated/hereins by reference, his the term of

This mortgage is given to secure the terms of the mortgage given to Laurens
Federal Savings and Loan Association to be recorded herewith and to insure that
the mortgagors herein satisfactorily perform all terms, conditions and covenants
of that mortgage to Laurens Federal Savings and Loan Association and the breach
of the terms of that mortgage will be considered a breach of the terms of this
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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, on the easterly side of West Georgia Road and having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of West Georgia Road and running with the center line of said Road, N. 4-25 W., 217.5 feet to a nail and cap; thence with line of property now or formerly of Spillers, N. 63-40 E., 279.4 feet to an angle iron; thence with property now or formerly of Redmond, S. 49-15 E., 424.4 feet to an iron pin; thence with property now or formerly of Clark, N. 84-07 W., 556.2 feet to a nail and cap in center of West Georgia Road, passing over iron pin 24 feet back on line.

This mortgage is second and junior in lien to mortgage given by the mortgagors herein to Laurens Federal Savings and Loan Association of even date, the same to be recorded herewith.

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.