MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THEENVILLE CO. 3

MORTGAGE OF REAL ESTATE

VCL 1459 FAGE 280

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Tom L. Sizemore

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ted B. Bunton

in full four (4) months from date with no interest.

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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:

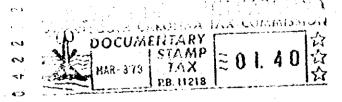
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 433, Section II, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina", made by Dalton & Neves, Engineers, dated February, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 56-59 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description, according to said plat also known as 31 Ross Street and fronts thereon 62 feet.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Ted B. Bunton recorded in the RMC Office for Greenville County on March <u>8th</u>, 1979.

THE mailing address of the Mortgagee herein is:

THIS is a second mortgage subject to that certain first mortgage given to Transouth Financial Corporation recorded in the RMC Office for Greenville County in Mortgage Book 1147 at Page 471 on February 5, 1970, with a present balance of \$1,738.30. The Mortgagee expressly agrees to satisfy and pay the above described mortgage from the proceeds of this mortgage. If the Mortgagee does not pay the mortgage to Transouth from the proceeds, the Mortgagor has the right to pay the balance due on the mortgage to Transouth with any surplus paid to the Mortgagee.

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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 rich 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 heireinabove described ir ree 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.

C.VO OCCA