0. S. C.

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RSLEY

WHEREAS, I, Joseph E. Cameron

(heremafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

with interest thereon from August 35, 1980 at the rate of 13.5 per centum per annum, to be paid:

per terms of 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 scaling 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 111 on a plat of Holly Tree Plantation, Phase II, Section III-B dated April 20, 1978 prepared by Piedmont Surveyors, recorded in Plat Book 6-H at page 41 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit;

BEGINNING at an iron pin on the southeastern side of Holly Park Lane at the joint front corner of Lot 110 and Lot 111 and running thence with Lot 110 S. 52-33 E. 152.4 feet to an iron pin at the joint rear corner of Lot 110 and Lot 111; thence S. 32-05 W. 121.65 feet to an iron pin at the joint rear corner of Lot 111 and 112; thence with Lot 112 N. 52-10 W. 163.5 feet to an iron pin on Holly Park Lane; thence with said lane N. 37-27 E. 120 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Franklin Enterprises, Inc. by Joseph E. Cameron dated July 20, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1083 at page 565.

This mortgage is second and junior in lien to that certain mortgage to Fidelity Federal Savings & Loan Association recorded in the RMC Office for Greenville County in Mortgage book 1452 at page 868 in the original amount of \$65,600.00 and having a current approximate balance of \$65,041.63.

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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