

WHEREAS, JAKE M. WEATHERLY AND VALERIE WEATHERLY  
(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

(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 Thirty Thousand and no/100ths Dollars \$ 30,000.00 due and payable

at the rate of Three Hundred Sixty and 06/100ths Dollars (\$360.06) per month for One Hundred Eighty Months (180)

with interest thereon from date at the rate of twelve (12%) 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 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

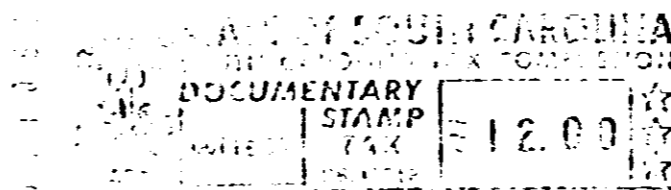
ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot #7, on the eastern side of Brandywine Court, on plat of "WOODMIRE", which plat was prepared by Piedmont Engineers and Architects, recorded November 8, 1973, in the R.M.C. Office for Greenville County, in Plat Book 5-D, at Page 98, and according to said plat, having such metes and bounds, to wit:

BEGINNING at a point on the eastern side of Brandywine Court at the joint front corner of Lots 7 and 8 and running thence along the joint line of said lots, S 81-16 W 200 feet to a point at the rear corner of Lot No. 8; thence N 84-09 E 183.35 feet to a point at the joint rear corner of Lots 6 and 7; thence, running along the joint line of said lots N 68-53 E 233.04 feet to a point on Brandywine Court; thence along said street S 32-30 W 26.9 feet and N 7-30 W 103.2 feet to the joint rear corner of Lots 7 and 8, the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of public record, and/or actually existing on the ground affecting the above described property, including, but not limited to Restrictions in Book 1034 at Page 409.

This is the identical property conveyed to Jake M. and Valerie Weatherly, their heirs and assigns forever, by Alvin J. Smith and Nancy G. Smith, on the 13th day of August, 1980, and recorded in Deed Book 1131 at Page 136.

200-S40.1-1-1.8



Together with all and singular rights, members, hereditaments, 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 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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