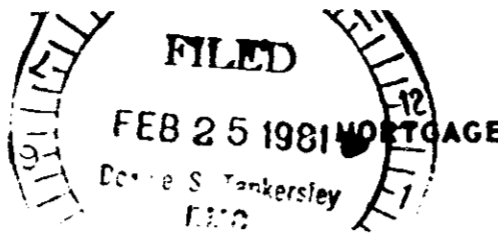


IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.



WHEREAS I (we) Thomas E. Tate and Sandra Tate (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgagee) in the sum of BOOK 1533 PAGE 548

\$ 6,913.20 payable in 84 equal installments of \$ 82.30 each, commencing on the 10th day of April 19 81 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville, County, State of South Carolina, on the eastern side of Chandler Street and being known and designated as a portion of Lot 99, Block C, on a plat of Mountain View Land Company recorded in the RMC Office for Greenville County in Plat Book A at Pages 396 and 397; excepted from this conveyance of Lot 99 is a triangular strip of said Lot 99 conveyed by Paul H. King and Pauline G. King to Annie M. Bramlett by deed dated May 23, 1950 and recorded on June 1, 1950 in the RMC Office for Greenville County in Deed Book 410 at Page 501.

ALSO:

ALL that triangular strip of land on the eastern side of Chandler Street which is shown in Plat Book X at Page 144-B in the RMC Office for Greenville County and which was a part of Lot 100, Block C, of the property of Mountain View Land Company as shown on the above referenced plat Book A at Pages 396 and 397.

THE property conveyed herein is also known and designated as the property of Thomas E. Tate and Sandra R. Tate on a plat made by Century Land Surveying Company dated April 30, 1979, reference being had to said plats for a more complete metes and bounds description. THIS conveyance is made subject to the protective covenants applicable to the property of Mountain View Land Company and which are recorded in the deed of Mountain Land Company to Mrs. Annie L. Martin dated April 7, 1922 and recorded on April 10, 1922 in the RMC Office for Greenville County in Deed Book 29 at Page 446 as well as to any other restrictions, easements or rights-of-way which are a matter of public record or which an inspection of the premises would or should reveal.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining. As recorded in the records of the RMC Office for Greenville County, South Carolina, the title is now vested in Thomas E. Tate and Sandra R. Tate by deed of Frances R. Bailey as recorded in Deed Book 1101 at Page 547 on May 1, 1979.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 18th day of February 19 81

Signed, sealed and delivered in the presence of Thomas E. Tate (L.S.)

WITNESS James D. Sager Sandra E. Tate (L.S.)

WITNESS James Jones

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