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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOUGLAS L. THACKSTON, JR., AND ANGTE P. THACKSTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto United Federal Savings and Loan Association of Fountain Inn, South Carolina

(hereinafter referred to as Mortgages) 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 Three Thousand Thirty and 24,100------

as per the note of this date August 7, 1981

with interest thereon from date at the rate of 17 per centum per annum, to be paid

WHEREAS, The Mortagor 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:

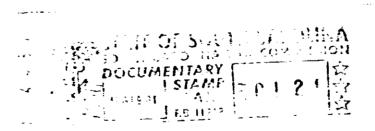
NOW, KNOW ALL. MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration for 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, being located on the Westerly edge of Hipps Road, and being shown on plat of property of Connie Hartsell, prepared by C. O. Riddle, dated April 3, 1978, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in cap in the center of Hipps Road, which nail in cap is located S. 14-55 W., 36.6 feet from an old iron pin on the Westerly edge of said Hipps Road and running thence along property now or formerly of A. C. Peden N. 14-55 W., 442.3 feet to an iron pin; thence a new line through other property of Hartsell, N. 85-38 E., 366.8 feet to an old cap in nail in the center of Hipps Road, passing over iron pin 22.64 feet back on line; thence with the center line of Hipps Road S. 15-20 W., 100 feet to an old nail in cap; thence continuing with the center line of Hipps Road S. 28-44 W., 100 feet to an old nail in cap; thence continuing to the center of Hipps Road, S. 33-12 W., 323.9 feet to the beginning corner, containing according to said plat two (2) acres, more or less.

This being the identical tract of land conveyed to the Mortgagors herein by deed of Connie H. Hartsell, recorded April 24, 1978, in Deed Book 1077, at Page 587, in the R.M.C. Office for Greenville County, South Carolina.

This mortgage is second and junior in lien to that certain mortgage in favor of United Federal Savings and Loan Association, dated June 9, 1978, recorded June 14, 1978 in REM Book 1435, at Page 100 in the RMC Office for Greenville County, South Carolina



Together with all and singular rights, members, herditaments, and appurterances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortagor convenants 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 and encumber, the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further convenants to warrant and forever defend all and singular that said premises unto the Mortgage forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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