STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLED

FOR S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS,

Rosamond Enterprises, Inc.

thereinafter referred to as Mortgagor) is well and truly indebted unto

Southern Service Corporation, 301 College Street, Greenville, SC

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory pote of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirteen Thousand Three Hundred Fifty and No/100---- Dollars (5 13,350.00 ) due and payable

in accordance with the terms of note of even date herewith

with interest thereon from date

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at the rate of 14

per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgague 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 known and designated as Lot No. 314 of a subdivision known as Canebrake III according to plat thereof prepared by Arbor Engineering, Inc. dated November, 1980, being recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 87 and Plat Book 7-X at Page 97, revised, and having, according to said plats, such metes and bounds as shown thereon.

This is the same property conveyed to the Mortgagor herein by deed of College Properties, Inc. of even date to be recorded herewith.

This mortgage is second and junior in lien to that certain mortgage given by Rosamond Enterprises, Inc. to First Federal Savings and Loan Association in the original amount of \$76,000.00 of even date to be recorded herewith.

DOCUMENTARY CS. 3 B T

Together with all and singular rights, members, hereditiments, and appurtenances to the same belonging in any way incident or appertining, 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 r ch 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 Mirtzagie, its heirs, said 1801 and assigns, forever,

The Montgazor covenants that it is invitally serred of the premises hereinable elevathed in recomple absolute, that it has good not used lawfully authorized to sell, convey or encumber the same, and that the premises are free and that of all lens and encumbrances except as provided herein. The Montgagor further covenants to warrant and forever defend all and singular the said premises unto the Montgagor forever, from and against the Montgagor and all persons whomsome Invitally claiming the same or any part thereof.