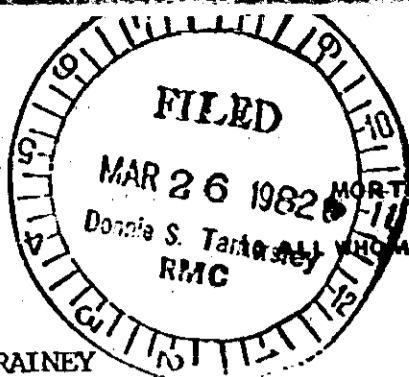


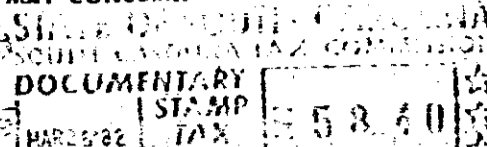
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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MORTGAGE OF REAL ESTATE

WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, JOHN R. RAINEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

The Bank of Maryville
Maryville, TN 37801

(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 One Hundred Forty-Six Thousand and no/100ths Dollars (\$ 146,000.00) due and payable

as set forth by note executed 2-25-82 by said mortgagors hereinabove referred

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

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 GREENVILLE, in Grove Township, being known as a portion of Tract #1 (originally containing 75.14 acres, more or less) on a plat of Survey made by W. J. Riddle, in February, 1931, LESS, however, 10.12 acres conveyed to Robinson in deed recorded in Deed Book 1030, at page 827; 2.97 acres conveyed to Orr in deed recorded in Deed Book 1081, at page 699; 2.96 acres conveyed to Johnson in deed recorded in Deed Book 1082, at page 722 and 5 acres conveyed to Robinson in deed recorded in Deed Book 1143, at page 605; said tract having a remaining acreage of approximately 55 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a point at the joint corner of Ferguson and property now or formerly of Robinson and running thence S. 33-5 E., 2250.60 feet to a point; thence turning and running S. 64-30 E., 251.46 feet to a point; thence turning and running S. 15-30 W., 299.64 feet to a point; thence turning and running N. 88 E., 930.52 feet, more or less, to a point; thence turning and running in a Northerly direction, 800 feet, more or less, to a point; thence N. 40-15 W., 217.52 feet, more or less, to a point; thence N. 17 W., 310.20 feet to a Hickory at branch; thence with said branch, in a Northwesterly direction, to a Poplar; thence N. 72-20 W., 403.92 feet, more or less, to a point; thence N. 9-36 W., 414.8 feet, more or less, to a point; thence turning and running with the property line now or formerly of Robinson, N. 73-41 W., 469 feet to a point; thence turning and running N. 9-36 W., 488.3 feet to a point at Ferguson Road; thence turning and running with Ferguson Road, N. 76-19 W., 380 feet, more or less, to a point; thence continuing with Ferguson Road, N. 83-24 W., 218.7 feet to a point, the point of beginning.

THIS is the same property conveyed to the Mortgagor herein by a one-fourth interest in the above described property by the Will of Mary E. Riddle, deceased, which Will is now on file in the Office of the Probate Court for Greenville County, S.C., in Apartment 1263, File 12, and the other three-fourths undivided interest therein acquired through the deed of Elizabeth R. Jenkins, Grace R. Rainey and Marie P. Riddle, dated July 27, 1973, and recorded in the REC Office for Greenville County in Deed Book 980, page 183.

THIS mortgage is second and junior in lien to that mortgage between the mortgagor herein named and the mortgagee herein named above, as recorded in the RMC Office for Greenville County in Mortgage Book 1307, at page 845, in the original amount of \$50,000.00, recorded on April 22, 1974.

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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