

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT A. BAILEY

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

JUSTER ENTERPRISES, INC.

(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

Three thousand

Dollars (\$ 3,000) due and payable

one year from date, or upon sale of the within property, whichever first occurs

with interest thereon from date at the rate of 12% per centum per annum, to be paid: at maturity

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 Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot 13 on a Plat of EASTVIEW HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book WW, at Pages 126 and 127, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northeasterly side of Eastview Drive, joint front corner with Lot 14, and running thence with the edge of Eastview Drive, N 26-18 W, 122 feet to an iron pin; thence with the line of Lot 12, N 63-42 E, 150 feet to an iron pin; thence S 26-18 E, 122 feet to an iron pin; thence S 63-42 W, 150 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of William P. Boney and Dana W. Boney, dated November 18, 1983, to be recorded simultaneously herewith.

This mortgage is junior and subordinate to that certain mortgage given to The South Carolina National Bank, recorded November 26, 1980, in REM Book 1525, at Page 808.

Mortgagee's address:
c/o Carroll B. Long
P. O. Box 5222
Greenville, SC 29606

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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 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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