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WHEREAS,

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

RICHARD L. GUION AND CAROLYN S. GUION

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

J.E. SIRRINE COMPANY EMP. F.C.U. P.O. BOX 5456 STATION B GREENVILLE, S.C. 29606

(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

FIFTEEN THOUSAND AND NO/100

) due and payable ----- Dollars (\$ 15,000.00

LOTS N. 31-44-01 N. 133.27 Tell to an Iton pin, the joint reat corner of Lots 270 and 232, thence S. 52-24-42 W. 118.33 feet to an iron pin, the joint rear corner of Lots 240 and 241; thence with the common line of said lots S. 32-03-34 E. 162.97 feet to an iron pin on the northwesterly side of Middle Brook Road; thence along the northwesterly side of Middle Brook Road N. 61-33-10 E. 124.92 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of Robert W. Mitchell and Sue K. Mitchell dated November 11, 1977 and recorded November 14, 1977 in Deed Book 10680 at Page 289, R.M.C. Office for Greenville County, S.C.

This cortgage is second and junior in lien to that certain cortgage given to First Federal Savings and Loan Association dated November 11, 1977 and recorded November 14, 1977 in Mortgage Book 1415 at Page 558 in the original amount of \$54,000.00.

This mortgage was paid in full and satisfied July 28, 1982. J.E. SIRRINE COMPANY, EDP, F.C. H.S. Loan Officier Sworn to and Subscribed before Notary Public for South · Carolina My Commission Expires May 6, 1985

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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 fatures 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 beirs, successors and assigns, forever.

The Mortgager 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 liers and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.