STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C

MORTGAGE OF REAL ESTATE

OONNIE S. TARKERSLEY

R.M.C.

WHEREAS, KENNETH R. RYCROFT AND SHELBY S. RYCROFT

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Twenty Eight Thousand Six Hundred Seventy One and

No/100----- Dollars (\$28,671.00) due and payable

in accordance with terms of note of even date herewith

including

/XXXIII interest thereon from date

at the rate of seven per centum per annum, to be paidmonthly

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, being known and designated as Lot 103 of Wellington Green, Section Three, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "YY", Page 116 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Gladesworth Drive at joint front corner of Lots 102 and 103 and running thence along Gladesworth Drive N. 52-05 W., 151.7 feet to an iron pin at the corner of the intersection of Gladesworth Drive and Kenilworth Drive; thence around the corner of said intersection and following the curvature thereof, the chord being S. 80-50 W., 34.0 feet to an iron pin on the southeastern side of Kenilworth Drive; thence along Kenilworth Drive S. 33-45 W., 105.0 feet to an iron pin at the joint corner of Lots Nos. 103 and 104; thence along the line of Lot No. 104 S. 53-33 E., 156.9 feet to an iron pin in the line of Lot No. 102; thence along line of Lot 102 N. 37-55 E., 125.0 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Glenn B. Stout, Jr. recorded December 16, 1971, in the R.M.C. Office for Greenville County in Deed Book 931, Page 619.

This mortgage is junior in lien to that certain mortgage executed in favor of United Mortgagee Servicing Corp., assigned to The Bronx Savings Bank, recorded in Real Estate Mortgage Book 1117, Page 472, in the R.M.C. Office for Greenville County.

LOCUMENTARY F

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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