STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM R. DONOVAN AND LYNETTE K. DONOVAN,

thereinafter referred to as Mortgagor) is well and truly indebted unto SOUTH CAROLINA NATIONAL BANK

(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 _____Eighty Two Thousand Six Hundred Seventeen and

in sixty (60) monthly installments of One Thousand and No/100 (\$1,000.00) Dollars, the first payment due and payable on November 22, 1977, with a balloon payment due and payable on October 22, 1982. Payments to be applied first to interest and balance to principal, except for the July and December payments of each year which are to be applied to interest only.

With interest thereon from October 6, 1977 at the rate of SCN PRIME per centum per annum, to be paid:

PLUS ONE (1%) PERCENT

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:

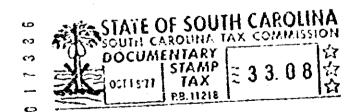
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 No. 50 of a subdivision known as Pebble Creek, Phase 1, as shown on plat thereof prepared by Enwright Associates, Engineers, dated October, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5D, at page 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whittlin Way, joint front corner of Lots 50 and 51 and running thence with the joint line of said lots, S. 81-42 W. 201.9 feet to an iron pin at the rear corner of Lot No. 43; thence with the rear line of Lots 43, 44,45, 46, 47 and 48, the following courses and distances: S. 82-06 W. 35.92 feet, N. 35-18 W. 50.05 feet, N. 1-30 E. 15.5 feet, N. 24-26 E. 26.7 feet, N. 77-23 E. 28.1 feet and N. 89-55 E. 21.8 feet to an iron pin at the corner of Lot 49; thence with Lot No. 49, N. 88-00 E. 22.6 feet to an iron pin and continuing with the line of Lot No. 49, N. 66-30 E. 178 feet to an iron pin on the western side of Whittlin Way; thence with Whittlin Way, S. 8-08 E. 125.7 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Franklin Enterprises, Inc., dated April 28, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1035, at page 427, on April 28, 1976.

THIS IS A SECOND MORTGAGE junior in lien to that certain mortgage given by the mortgagors herein to Carolina Federal Savings and Loan Association dated April 28, 1976, and recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1366, at page 97 on April 28, 1976, in the amount of Fifty Four Thousand Nine Hundred and No/100 (\$54,900.00) Dollars.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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