MORTGAGE OF REAL ESTATE

WHEREAS, Michael J. Beinor and Martha W. Beinor

(hereinafter referred to as Mortgagor) is well and truly indebted unto William E. Thrailkill

(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

according to said Note of even date

with interest thereon from date

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at the rate of

per centum per annum, to be paid:

monthly

WHEREAS, the Mortgagor may bereafter 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 State of South Carolina, County of Greenville, being known and designated as Lot No. 33 of a subdivision known as Barksdale, according to a plat thereof prepared by Dalton and Neves, Engineers and recorded in the RMC Office for Greenville County in Plat Book QQ at page 119 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Rockingham Road at the joint front corner of Lots 32 and 33 and running thence along the line of Lot 32 N. 81-10 W. 250 feet to an iron pin; running thence N. 20-04 W. 109.8 feet to an iron pin at the joint rear corner of Lots 33 and 34; running thence with the joint line of said lots N. 88-33 E. 266.3 feet to an iron pin on the western side of Rockingham Road; thence with the western side of Rockingham Road S. 12-39 E. 75 feet to an iron pin and S. 1-49 E. 75 feet to the point of beginning.

Being the same property conveyed to the mortgagors by deed of William E. Thrailkill, of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed by the mortgagors on this date, in the amount of \$59,000.00, to Fidelity Federal Savings and Loan Association, to be recorded herewith.

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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 rich 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.

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The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in one 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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