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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

COUNTY OF Greenville

David J. Hollingsworth and Margaret G. Hollingsworth

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

Reginald D. Andrews

(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

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:

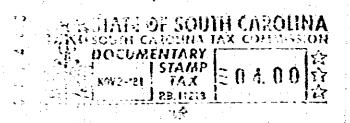
NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration 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, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 31 on plat No. 3 of Cherokee Forest Subdivision made by J. Mac Richardson, Surveyor, Jnauary 23, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 36 and 37 and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the north side of Roberta Drive, joint front corner of Lots Nos. 31 and 49, thence with joint line of said lots N. 15-58 E. 170 feet to an iron pin, corner of Lot No. 32, thence with the line of said lot S. 67-37 E. 163.4 feet to an iron pin on west side of Vicki Circle; thence with the west side of said circle S. 10-00 E. 109 f-et to an iron pin; thence with the curve of said street as it intersects with Roberta Drive, the chord of which is S. 16-03 W. 63.6 feet to an iron pin on the north side of Roberta Drive; thence with the north side of said street N. 74-02 W. 176.1 feet to beginning corner.

This being the same property conveyed to the mortgagors by deed of Reginald D. Andrews of even date to be recorded herewith.

This mortgage is junior in lien to that mortgage given by the mortgagors to Greer Federal Savings and Loan Association on this date in the amount of \$29,200.00 to be recorded herewith and also junior in lien to that mortgage given by the mortgagors to Union Home Loan Corporation of South Carolina on this date in the amount of \$13, 160.00 to be recorded herewith.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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