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MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINAR :: -) COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

ROBERTH OF AMERICAN AND JERRY WHITMIRE

(hereinafter referred to as Mortgagor) is well and truly indebted unto CRYOVAC EMPLOYEES FEDERAL CREDIT UNION

Dollars (\$ 22,206.78) due and payable

in seventy-two (72) equal installments of Four Hundred Eighty-three & 70/100 Dollars (\$483.70) beginning November 15, 1982

with interest thereon from

WHEREAS,

at the rate of Sixteen per centum per annum, to be paid: monthly

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:

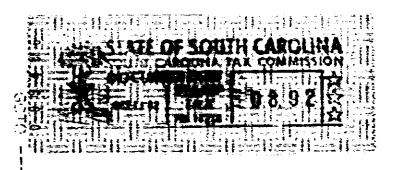
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the Town of Simpsonville, being known and designated as Lot No. 45 of Subdivision known as PINE TREE, as shown by plat thereof, prepared by Piedmont Engineers and Architects dated March 19, 1974, and recorded in Plat Book 5-D at page 63 in the RMC Office for Greenville County, South Carolina.

Reference to said plat is hereby craved for a more particular description.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. October 1, 1975, recorded October 2, 1975 in Deed Book 1025 at page 159.

This mortgage is second and junior in lien to that mortgage given to Laurens Federal Savings & Loan Association (now Heritage Federal Savings & Loan Association) in the original amount of \$32,300.00, recorded October 2, 1975 in Mortgage Book 1350 at page **267**.



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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 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.



