STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS.

CHARLES E. DEAN, JR. AND BARBARA M. DEAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. C. GREGORY III AND BURRIS SATTERFIELD

(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-two thousand six hundred ninety-two and 60/100 ----- Dollars (\$ 22,692.60 ) due and payable

in 180 days from the date hereof

with interest thereon from

at the rate of eight

per centum per annum, to be paid:

maturity

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 Mortgage 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:

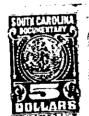
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Fairview Township, containing

one hundred fourteen and ninety-six one-hundredths (114.96) acres, more or less, as shown on a plat thereof by F. E. Ragsdale, RLS # 2303, dated December 17, 1973, recorded in the RMC Office for Greenville County in Plat Book 5F, page 48, reference being made thereto for a more complete description, as metes and bounds, courses and distances upon said plat more fully appear.

THIS mortgage is junior in lien to that certain mortgage in favor of the Federal Land Bank Association of Columbia recorded in the RMC Office for Greenville County, South Carolina in REM Book 1330, at page 749

ALSO included in this mortgage as part of the consideration of the above sum is 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 shown and designated as Lots Nos. 13, 14, 15 and 16, Block D, on a plat of Blue Sky Park, recorded in the RMC Office for Greenville County in Plat Book S at page 83. first

THIS mortgage constitutes a lien over the entire one-half interest of ownership in the above described real estate by the mortgagor Charles E. Dean, Jr.



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TO THE RESIDENCE OF THE PROPERTY OF THE PROPER

Together with all and singular rights, members, hereditiments, 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 par es 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 Moitgagor 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.