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RE83-103 FILED
STATE OF SOUTH CAROLINA GREENVILLE
COUNTY OF GREENVILLE
JUN 30 11 09 44 183

THIS IS A SECOND MORTGAGE MORIGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PURCHASE MONEY MORTGAGE

WHEREAS, WE, WILLIAM A. DIOUS, III AND MARTA J. BATES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto PERRY E. BURTON,

1203 WEST AR, TRAVELLERS, REST, S.C. 29690

thereinafter 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-Three Thousand Eight-hundred Fifty and no/100ths - - -

______Dollars (\$23,850.00

) due and payable

This mortgage is a second mortgage, purchase money mortgage, which is inferior to the \$36,000.00

mortgage in favor of Security Federal Savings & Loan Association recorded concurrently herewith.

with interest thereon from July 29, 1983 at the rate of Ten (10%) per centum per annum, to be paid: according to terms of note. The final payment will be due June 29, 1993.

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

ALL that certain piece, parcel or lot of land, situate, lying and being on the eastern side of Frankfort Court, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 16 on a plat of Section 1, POWDERHORN, recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 95 reference to said plat being made for the metes and bounds thereon.

This being the same as that conveyed to William A. Dicus, III and Marta J. Bates by deed of Perry E. Burton being dated and recorded concurrently herewith.

The land which secures this mortgage cannot be sold without written permission from the mortgagee.

CONTROL OF SOUTH CARDINA

OF SOUTH CAROLINA LAX CONTROL

DOCUMENTARY

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Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaming, 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 seried of the premises hereinabove described in the simple absolute, that it has good right angle 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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