MORTGAGE OF REAL ESTATE.

VOL 1659 PASE 176

STATE OF SOUTH CAROLINA COUNTY OF Greenville 3 (8) TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George O'Shields Builders, Inc.

thereinafter referred to as Mortgagor) is well and truly indebted unto W.N. Leslie, Inc.

in full with no interest on June 24, 1984.

with interest thereon from ______ et the rate of _____ per centum per consum, to be paid:

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:

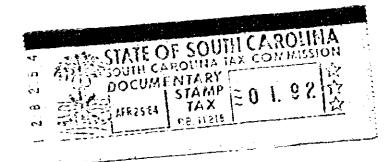
NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as Lot 23 of Harrogate Hills on a plat entitled, "Property of George O'Shields Builders, Inc.", prepared by Freeland & Associates dated April 23, 1984 and having according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Harrogate Court, joint lot line of Lots 22 and 23, thence running N 87-56 E 157.50 feet to an iron pin; thence turning and running S 39-18 W 181.24 feet to an iron pin; thence turning and running N 50-42 W 130.0 feet to an iron pin; thence turning and running with the culd-e-sac, the chord of which is N 69-18 E 50.0 feet to an iron pin and N 17-59 E 36.34 feet to the POINT OF BEGINNING.

This being the same property conveyed to Mortgagor by deed of W.N. Leslie, Inc. on even date herewith.

This mortgage is second and junior in lien to that certain mortgage in favor of Heritage Federal Savings and Loan Association in the original amount of \$48,600.00, dated April 24th, 1984, to be recorded of even date herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appartaining, and Doctor Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appartaining, and Doctor Together with 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 hoirs, suc sore and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described it ree 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 encumbrishess accept 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 whomeover lawfully claiming the same or any part thereof.

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