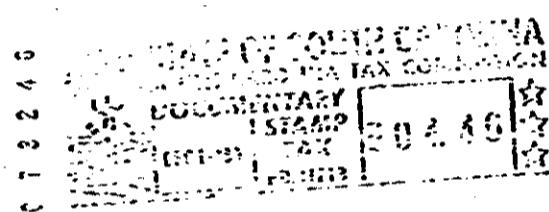


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GREENVILLE CO. S.C.  
DEC 1 10 42 AM '80  
JOONIE S. TANKERSLEY  
R.M.C.

BOOK 80 PAGE 178  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, William E. Carroll and Mary M. Carroll  
(hereinafter referred to as Mortgagor) is well and truly indebted to Ronald D. Dillard and Rachel S. Dillard  
1403 Shells Rd  
Greenville, SC  
(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  
Eleven Thousand and No/100 ----- Dollars (\$ 11,000.00) due and payable

This is a second mortgage junior to that of Greer Federal Savings and  
Loan Association recorded in the RMC Office of Greenville County,  
South Carolina, in Mortgage Book 1400 at page 924 and having a balance  
this date of \$ 27,879.35.



Enclosed  
Donnie S. Tankersley  
R.M.C.  
Ronald D. Dillard  
Rachel S. Dillard  
4/25/83  
William Whiddon  
Sheila Kay Whiddon  
NICHOLAS P. MITCHELL, III  
Attorney at Law  
101 Lavinia Ave.  
Greenville, SC 29601  
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DONNIE S. TANKERSLEY  
R.M.C.

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 Mortgagee forever, from and against the Mortgagor and all persons whosoever lawfully claiming the same or any part thereof.