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MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C. OLLIE Finden GRIH

ROOK 1055 PAGE 541

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I, Curtis L. Masters,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Colonial Company, Inc., its successors and assigns for ever:

(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

Four Thousand Forty Five and No/100----- Dollars (\$ 4,045.00) due and payable

Due and payable at time of first draw on construction loan with First Federal Savings and Loan Association or 6 months from date, whichever occurs first,

with interest thereon from July 1, 1967 at the rate of Six per centum per annum, to be paid: at 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 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, bargaind, 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

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Roe Court and being known and designated as Lot No. 41 on plat of Cedar Vale as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "OOO", at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Roe Court at the joint front corner of Lots Nos. 40 and 41 and running thence along the joint line of said lots S. 70-47 E. 168.5 feet to an iron pin; thence S. 19-13 W. 105 feet to an iron pin; thence along the joint line of Lots Nos. 40 & 42 N. 70-47 W. 168.5 feet to an iron pin; thence along the southeastern side of Roe Court N. 19-13 E. 105 feet to the point of beginning.

The above is the same property conveyed to the mortgagor by Colonial Company, Inc. by its deed recorded herewith.

This is a second mortgage, being junior in lien to a first mortgage to First Federal Savings and Loan Association in the amount of \$22,000.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

14th July 78