MORTGAGE OF REAL ESTATE-Prepared by WILKING, & WILKING, Attorneys at Law, Greenville, S. C. 3011501 PAGE 892

STATE OF SOUTH CAROLINA GP. 3 10 MH '80 COUNTY OF GREENVILLE AT LEASTER

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, FRANCOIS J. SOLIGNAC and DOMINIQUE A. SOLIGNAC

thereinafter referred to as Mortgagor) is well and truly indebted unto

H. J. MARTIN and JOE O. CHARPING

(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

SEVEN THOUSAND SEVEN HUNDRED -----

Dollars (\$ 7.700.00) due and payable

one year from date

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with interest thereon from May 1, 1980

per centum per annum, to be paid: at maturity

WHEREAS, the Mottgagor 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:

at the rate of 12%

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby admowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe's heirs, 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 known and designated as Lot No. 1 as shown on plat of TERRA COURT recorded in plat book 6 Y page 60 of the RMC Office for Greenville County, S. C.

This is the same property conveyed to mortgagors by H. J. Martin and Joe O. Charping by deed of even date herewith, to be recorded herewith.

This mortgage is junior in lien to that certain mortgage given by mortgagors to First Federal Savings and Loan Association in the original amount of \$68,800.00 dated April 28, 1980 to be recorded.

The mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

§ Mortgagee's address: § 23 Cunningham Road § Taylors, S. C. 29687

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, 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 is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right Dand 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 whomsoever lawfully claiming the same or any part thereof.

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