MORTGAGE OF REAL ESTATE -

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This is a second mortgage junior to that mortgage in favor of First Federal Savings & Loan Assn. SC in the amount of \$50,900.00. STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

 ${}^{\circ}$ 0. S. O. TO ALL WHOM THESE PRESENTS MAY CONCERN:

MORTGAGE OF REAL ESTATE

Francis A. Devita & Sherrill K. Bullock WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Vernon Larry Hall & Katherine T. Hall

Heritage Real Estate and The Furman Company c/o R.A. Gantt, 14 Manly St, Greenville (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 and no/100ths----

Dollars (\$4,000.00

) due and payable

with interest thereon from May 28, 1982 at the rate of twelve (12%) per centum per annum, to be paid: First Payment June 28, 1982 monthly payments of \$57.94 for ten years with entire balance due & payable 5-28-85. 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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 31, as shown on a revised plat of the subdivision of PALMETTO DOWNS, Section II, which is recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-C at page 96, reference to said plat is hereby made for a metes and bounds description.

This is the same as that conveyed to Francis A. Devita & Sherrill K. Bullock by deed of Vernon Larry Hall & Katherine T. Hall being dated and recorded concurrently herewith.

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 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 heireinabove 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 whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

