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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

SHARIE MCCLINTON AND

WHEREAS, / EMMA D. MCCLINTON, AS GENERAL GUARDIAN FOR ANNETTE MCCLINTON AND JAVON MCLINTON;

(hereinafter referred to as Mortgagor) is well and truly indebted unto BROWN PROPERTIES OF S. C., INC., POST OFFICE BOX 741, TAYLORS, SOUTH CAROLINA 29687.

(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

ONE THOUSAND TWENTY-FIVE AND NO/100THS---- Dollars (\$1,025,00---) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from

DATE

at the rate of EIGHT

per centum per annum, to be paid: MONTHLY.

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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, known and designated as the Property of J. A. Cureton, according to a plat prepared by C. O. Riddle, Reg. L. S., dated July 1969, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in Thompson Drive and running N. 0-35 W. 23 feet to an iron pin; thence N. 0-35 W. 503.75 feet to an iron pin; thence N. 77-59 E. 170.2 feet to an iron pin; thence S. 0-51 E. 400 feet to an I. P. O.; thence S. 1-31 E. 132.8 feet across Thompson Drive to I. P. O.; thence S. 87-47 W. 170.7 feet to point of beginning, containing 2.00 acres, which tract is subject to the right of way for Thompson Drive.

THIS Mortgage being junior to a certain mortgage filed this date by the above named Mortgagors in favor of Family Federal Savings and Loan Association in the original amount of \$24,900.00, and recorded in the RMC Office for Greenville County in Mortgage Book 1465 at Page 192.

THIS being the same property conveyed to Sharie McClinton, Annette McClinton and Javon McClinton by deed of Charlie McClinton and Emma McClinton on or about March 25, 1975, and thereafter filed in the RMC Office for Greenville County in Deed Book 1016 at Page 55;

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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 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.

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The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right of 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.

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