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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, EDGAR A. ROSS, SR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BOBBY J. RAINEY, JUDY S. RAINEY AND JULIUS RAINEY

(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 EIGHT HUNDRED SIXTEEN & 13/100_Dollars (\$4,816.13___) due and payable IN FULL, ONE YEAR FROM DATE HEREOF,

with interest thereon from

DATE

MONTHLY, BEGINNING OCTOBER 1, 1978.

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 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 acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, Town of Simpsonville, at the intersection of Brookmere Road and Cloverdale Lane, being shown and designated as Lot No. 37, on plat of Section No. 2, Bellingham, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at Page 79.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Bobby J. Rainey, Judy S. Rainey and Julius M. Rainey on August 11, 1978, and thereafter filed on September 7, 1978, in the RMC Office for Greenville County in Deed Book 1086 at Page 942.

THIS Mortgage being junior in lien to that certain Mortgage given this date by Edgar A. Ross, Sr. in favor of Fidelity Federal Savings and Loan Association in the original amount of \$16,183.87, and thereafter filed in the RMC Office for Greenville County on September 7, 1978, in Mortgage Book 1443 at Page 477.

SEP-178 TAX RELIEF TO 1. 9 6 \$\frac{1}{12}\$

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 whomsoever lawfully claiming the same or any part thereof.

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