P O Box 5167, Station B, Greenville, S. C. 29606

MORIGAGE OF REAL ESTATE-Offices of Cheros and Patterson, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Hugh A. Clarke and Martha L. Clarke (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Edward H. Hembree and Virginia G.

Hembree (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 Hundred Seventy one

Thousand Five Hundred Fifty Thousand and no/100-- DOLLARS (\$171,550.00). with interest thereon from date at the rate of eight per centum per annum, said principal and interest to be repaid:

Due and payable six months from date or upon sale of residence in Memphis, Tennessee, known as 4748 Fleetview Drive, whichever first occurs.

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 piece, parcel or lot of land lying in the State of South Carolina, County and City of Greenville, shown as Lot 117 on plat of Estate of Tully P. Babb, recorded in Plat Book QQ at pages 162 and 163 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Edward H. Hembree and Virginia G. Hembree by deed recorded herewith.

THIS IS A SECOND MORTGAGE

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefron, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.

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