Mortgagee's Address: P. O. Box 17265, Greenville, S. C. 29606

MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

G. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Michael A. Broder and Jill I. Broder

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Threatt Enterprises, Inc.

Dollars (\$ 53,000.00) due and payable

on or before July 28, 1980 in accordance with the terms of said Note.

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, the Mortgagee'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

All that lot of land situate on the westerly side of Dovetree Road in the County of Greenville, State of South Carolina, being shown as Lot No. 119, on a Plat of Dove Tree Subdivision, Sheet No. 3, dated 9/18/72, revised 3/29/33, prepared by Piedmont Engineers & Architects, recorded in Plat Book 4X, Page 23 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Dovetree Road at the joint front corner of Lot 119 and Lot 120 and running thence with Lot 120 and Lot 122, N. 76-04 W. 247 feet to an iron pin at the joint rear corner of Lot 119 and Lot 122; thence with Lot 147 N. 56-37 E. 87.7 feet to an iron pin at joint rear corner of Lot 147 and 148; thence with Lot 148, N. 27-04 E. 56.8 feet to an iron pin at joint rear corner of Lot 118 and Lot 119; thence with Lot 118, S. 76-04 E. 174.3 feet to an iron pin on Dovetree Road; thence with said road S. 13-51 W. 120 feet to the point of beginning.

The above described property is the same conveyed to the mortgagors herein by deed of Threatt Enterprises, Inc. dated July 17, 1980 and recorded herewith in the RMC Office for Greenville County, in Deed Book 1129, Page 511.

The within mortgage is a purchase money mortgage but is understood and agreed to be junior in rank to that certain mortgage of real estate given by Michael A. GBroder and Jill I. Broder to Greer Federal Savings and Loan Association recorded July 18, 1980 in the RMC Office for Greenville County in Mortgage Book 1508, Chage 130.

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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.

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