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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF IMAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCLENE

Joan D. Babb, her heirs and assigns forever: WHEREAS.

thereinalter referred to as Mortgagor) is well and truly indebted unto Zelpaco Credit Union, 1 Bush St., San Francisco, Ca. 94104

(hereinafter referred to as Mixtgagee) as evidenced by the Mortgagou's promissory note of even dute herewith, the terms of which are incorporated herein by reference, in the sum of

THO THOUSAND AND 00/100----- Dollars (\$ 2000.00

) due and payable

with interest thereon from April 2, 1981 at the rate of 15

per centum per annum, to be paid: April 15, 1983

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 indelsted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$5.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, 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 lot of land in the State of South Carolina, County of Greenville, being known as Lot No. 23, Theodore Circle, on a plat of Carolina Heights Subdivision, Section #2, which plat is recorded in the RMC office for Greenville County in Plat Book BBB, at Page 161, and having, according to said plat, the following mets and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Theodore Circle, at the joint corner of Lots 23 and 24, and running thence with the joint line of said Circle, S. 41-38 E. 125.8 Feet to an iron pin; thence with the rear line of Lots 21 and 22, N. 48-52 W. 143.8 feet to an iron pin on the Southern side of Theodore Circle; thence with the side of said Circle, N. 65-03 E. 140 feet to an iron pin at the point of beginning.

This is that property conveyed to Grantor by Deed of Gary L. Ladd 14 (164) 243-3-124 recorded May 9, 1977, in the RMC Office for Greenville County in Deed Book 1056 at page 246.

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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 beirs, 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 dorever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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