**MORTGAGE OF REAL ESTATE -**

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Mortgagee's address: P. O. Box 7588, Branwood Station, Greenville, S.C.29610

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE FILED GREENVE TO ACL WHOM THESE PRESENTS MAY CONCERN: BOX 1006 PAGE 960

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WHEREAS, I, Faye C. Galloway R.M.C

(hereinaster referred to as Mortgagor) is well and truly indebted unto Claude F. Cato,

(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 Thousand and no/100-Dollars (\$ 100,000.00) due and payable

including principal and interest, one year from date, with option to renew for one year under the same terms and conditions,

per centum per annum, to be paid: as stated at the rate of twelve date with interest thereon from above.

WHEREAS, the Mortgagor may bereafter 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, being known and designated as Lot No. 365, Sector VI of Botany Woods, as shown on a plat thereof prepared by Piedmont Engineers and Architects, dated May 15, 1963, and recorded in the R.M.C. Office for Greenville County in Plat Book YY at Page 131, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the southern side of Bonaventure Drive and running thence along the joint line of Lots Nos. 365 and 284 and 284-A S. 2-08 W. 249.0 feet to an iron pin; thence running N. 68-30 W. 119.1 feet to an iron pin; thence running along the joint line of Lots Nos. 365 and 364 N. 8-55 W. 200 feet to an iron pin on the southern side of Bonaventure Drive; thence running along the said Bonaventure Drive N. 84-35 E. 93.8 feet to a point; thence continuing with Bonaventure Drive S. 88-59 E. 57.6 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of T. Walter Brashier, dated December 16, 1980, and recorded in Deed Book 1139, page 266, RMC Office for Greenville County.

This mortgage is subject to a first mortgage held by Fidelity Federal Savings and Loan Association, recorded July 26, 1976, in the RMC Office for Greenville County in Mortgage Book 1373 at page 621, in the original amount of \$65,000.00. The first mortgage was modified by instrument dated February 14, 1980, and recorded in Book of Mortgages 1495, page 837, RMC Office for Greenville County.

TATE OF SOUTH CAROLINA STAMP

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 s ch fixtures and equipment, other than the busual 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 heireinabove described ir see simple absolute, that it has good right and is Hawfully 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.

GREENVILLE OFFICE SUPPLY CO. INC.