

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED  
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WHEREAS, Roger K. Carter and Kay Carter

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

TEOCALI INVESTMENT GROUP, A PARTNERSHIP  
R-7 Old Bureabe Rd, Greenville, SC 29609

(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

Six Thousand Four Hundred Fifty and No/100 ----- Dollars (\$ 6,450.00 ) due and payable

with interest thereon from date at the rate of ----- per centum per annum, to be paid:  
as per 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, its successors and assigns:

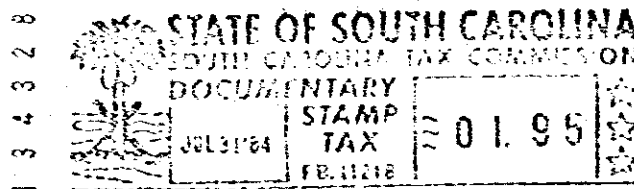
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

ALL that certain piece, parcel or lot of land located in the State of South Carolina, County of Greenville, being known and designated as Lot No. 75 on a plat of Western Hills Subdivision according to a plat recorded in the RMC Office for Greenville County in Plat Book QQ, at Pages 98 and 99, and being more particularly described according to a more recent plat entitled "Property of Franklin M. Glover and Hilda B. Glover" by Freeland & Associates dated July 28, 1976, reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Teocalli Investment Group, a Partnership, by deed dated and filed concurrently herewith.

This is that Mortgage junior to that of Collateral Investment Company as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1374 at Page 330 and having a balance this date of \$26,569.57 and to that of Union Home Loan Corporation of South Carolina as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1675 at Page 187 concurrently herewith in the original amount of \$13,035.00

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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 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.

RECORDED

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