STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS.

Faunier Caryhjal

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

Phyllis B. Flynn

(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

Sixteen Thousand Five Hundred and 00/100----- Dollars (\$16,500.00---) due and payable

In accordance with the terms and provisions of Note of even date

with interest thereon from date

at the rate of 12.5% per centum per annum, to be paid: monthly

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:

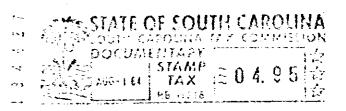
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in or near the City of Greenville, being shown and designated as Lot No. 284, Section 2, as shown on a plat entitled "Subdivision of ABNEY MILLS, Brandon Plant, Greenville, S. C." made by Dalton & Neeves, Engineers, February, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 56-59, and shown on a more recent plat entitled "Property of Arthur F. McBride, Jr." prepared by Carolina Surveying Company on December 21, 1977. According to the first mentioned plat, the within described lot is also known as No. 20 Saco Street and fronts thereon 65 feet.

THIS being the same property conveyed to the Mortgagor by deed of Johnny M. Flynn dated July 31, 1984, and recorded simultaneously herewith.

THIS mortgage may not be assumed.

THIS mortgage subject to applicable law or to a written waiver by Lender, the Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth (1/12th) of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; and (b) yearly hazard insurance premiums. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

THIS is a wrap-around note and mortgage encompassing the mortgage assumed by Johnny M. Flynn dated July 28, 1978, and recorded in REM Book 1419 at Page 882 in the original amount of \$12,500.00, and having a loan balance this date of \$11,726.47.



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.

THE RESERVE OF THE PERSON NAMED IN COLUMN 1

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