BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1700 E. NORTH ST., GREENVILLE, S.C. 29602

" O. BA2464

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STATE OF SOUTH CAROLINA GREEN COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Don Martin Builders, Inc. WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto James C. Blakely, Jr., as Trustee under written Inter Vivos Trust Agreement dated April 9, 1984

(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 Five Hundred and No/100----Dollars (\$6,500.00

date with interest thereon from

at the rate of Twelve (12%) per centum per annum, to be paid: as provided

in 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, being near the City of Greenville, and known and designated as Lot No. 33 of a subdivision known as Summerplace, plat of which is recorded in the RMC Office for Greenville County in Plat Book 9-F at Page 49, said lot having such metes and bounds as shown thereon.

This being the same property conveyed to the Mortgagor herein by Deed of Summerplace, Ltd., A South Carolina Limited Partnership, recorded in the RMC Office for Greenville County in Deed Book 1201 at Page 588 on December 1, 1983.

This Mortgage is junior in lien to that certain Mortgage to First Federal Savings and Loan Association of South Carolina in the original principal amount of \$102,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1637 at Page 842 on December 1, 1983.

> TATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX

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 such 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 Mortgagoe, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it has good right and is The Mortgagor covenants that it is lawfully seized of the premises neitenauove described in the sample and the same, and that the premises are free and clear of all liens and encumbrances except as provided 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 all said cinquitar the said premises unto the Mortgagee forever, from and berein. 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.

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