c/o Post Office Box 10351; Greenville, South Carolina 29603 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE FRESENTS MAY CONCERN: COUNTY OF GREENVILLE

DAVID R. MARTIN AND ELAINE R. MARTIN, WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto the thirteen mortgagees as shown on the attached listing,

(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 Seven Thousand Nine Hundred Ninety-Five and 94/100 ----Dollars (\$ 7, 995. 94 ) due and payable

in six (6) equal annual installments beginning on October 3, 1979, said road leading into the development known as Oak Meadows and providing access to each lot therein.

The above-described property is the same acquired by the Mortgagors by deed from Kenneth L. Holcomb, Jr., et al, dated October 3, 1978, to be recorded herewith.

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For Power of Attorney see Deed Book 1103 at Page 472

Together with all and singular rights, members, hereditaments, and apportenances 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 leating, plumbing, and lighting training, and all of the rents, issues, and profits which may arise or be had therefrom, and including all leating, plumbing, and lighting trainings now or hereafter attached, connected, or fitted thereto in any mannern it being the intention of the parties hereto that all futures and equipment, other than the usual household furniture, he considered a part of the real estate.

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