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BOOK 1160 PAGE 23

STATE OF SOUTH CAROLINA OLUIE FARNSWORTH COUNTY OF GREENVILLE R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY: CONCERN:

WHEREAS, we, Cleland T. Reed and Nell W. Reed,

(hereinafter referred to as Mortgagor) is well and truly indebted unto M. G. Proffitt, Inc.

On or before six (6) months from date

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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. 33 of a subdivision known as Pilgrims Point as shown on plat thereof prepared by Piedmont Engineers & Architects, September 26, 1968, recorded in the R. M. C. Office for Greenville County in Plat Book WWW, at Page 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Westchester Road, joint front corner of Lots Nos. 33 and 34, and running thence along the joint line of said lots, N. 89-54 W. 226.7 feet to an iron pin, joint rear corner of Lots Nos. 31 and 32; thence along the rear lines of Lots Nos. 31 and 30, S. 4-02 W. 175.0 feet to an iron pin at the joint rear corner of Lots Nos. 30 and 28; thence along the rear lines of Lots Nos. 28 and 27, following the approximate center of a sanitary sewer right-of-way for the greater portion of the distance, N. 73-51 E. 247.3 feet to an iron pin on the western side of Westchester Road; thence along the western side of Westchester Road, N. 1-28 E. 105.0 feet to the beginning corner; being the same conveyed to us by the mortgagee herein by deed of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1149, at Page 379.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lowfully seized of the premises hereinabove described in fec 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 tawfolly claiming the same or any part thereof.

Paid in full and satisfied this 30th day of September 1970.

M. G. Proffitt Ine:

M. Graham Proffitt SATISFIED AND CANCELLED OF RECORD SATISFIED AND CANCELLED OF RECORD 1970

Witness Sue Gosnell 14 DAY OF Oct 1970

Chie Furnamonth

R. N. C. FOR RE NY :: E COUNTY, S. C.

AT 12:090 CLOCK P. M. NO. 8895