GREENVILLE CO. S. C.

00**1438 943357**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

12.17 5 ca 811.

MORTGACE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, JAMES E. KATES AND SHIRLEY G. KATES

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANCES C. BOUTON, 211 Pettigru Street, Greenville, South Carolina 29601

(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

THREE THOUSAND EIGHT HUNDRED AND NO/100THS--Dollars (\$ 3, 800, 00--) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from

DATE

at the rate of NINE (9%)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, designated as Lot No. 2 on a plat of William I. Bouton, prepared by R. B. Bruce, and fully described in a deed recorded this date in Deed Book 1083 at Page 315, in the RMC Office for Greenville County.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Frances C. Bouton dated July 14, 1978, recorded July 17, 1978, in the RMC Office for Greenville County in Deed Book 1583 at Page 315.

DOCUMENTARY

STAMP

TAX

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TAX

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, 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 of forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

(CONTINUED ON NEXT PAGE)

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