thereinafter referred to as Mortgagor) is well and truly indebted unto Century Associates Inc. and Uldrick & Co., Inc.

thereinafter 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 Four Thousand Three Hundred Seventy Five and No. 100-4,375.00 I due and payable

Reference is hereby made to promissory note of even date, the terms of which are incorporated herein by reference.

with interest thereon from date at the rate of 12 per centum per annum, to be paid:

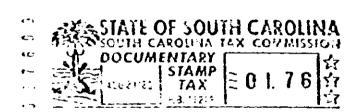
WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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 scaling 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 the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Red Fox trail in Butler Township, being shown and designated as Lot No. 67 on Map 2 of Foxcroft, Section 1, made by C. O. Riddle, R. L. S. dated September 15, 1969 and recorded in the RMC Office for Greenville County in Plat Book 4F, Page 3, and more specifically described on plat made by Freeland & Associates on August 11, 1980, entitled "Property of William A. Bellinghausen and Carole M. Bellinghausen", recorded in the RMC Office for Greenville County, S.C. in Plat Book 8-8 at Page 59, reference to which is hereby made for a more complete description thereof.

This being the same property conveyed to the Mortgagors by deed of Gloria Stewart Calloway of even date to be recorded herewith.

This mortgage is junior to the lien of that mortgage of even date given by the mortgagors to Charter Mortgage Company.



Together with all and singular rights, members, berditaments, 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 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(i) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for she payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so Clong as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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