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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FHED FIRST TOO.S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS. We, W. Dennis Chamberlain and Cecilia A. Chamberlain

(hereinafter referred to as Mortgagor) is well and truly indebted unto Martha Marie S. Pruitt

(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 Fifteen-thousand and no/100ths-----

Dollars (\$ 15,000.00

) due and payable

with interest thereon from below date at the rate of 10% per centum per annum, to be paid: according to the terms of promissory note of even date herewith.

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 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 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 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

ALL that piece, parcel or lot of land being known and designated as "Property of W. G. Perry, Jr.", recorded in Plat Book U at Page 142 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of East Washington Street, formerly East Washington Road, running thence along the line of property now or formerly of Cogswell, N. 17-10 W. 212.5 feet to an iron pin on an alley; thence with said alley, N. 73-20 E. 56.7 feet to an iron pin; thence S. 16-19 E. 59.2 feet to an iron pin in line of property now or formerly owned by J. E. Gosnell; thence with the line of Gosnell property, N. 70-20 E. 51.92 feet to an iron pin; thence along property now or formerly owned by Lynch, S. 15-17 E. 150 feet to an iron pin on the northwestern side of East Washington Street; thence with said street, S. 69-59 W. 103 feet, more or less, to the point of beginning. Said property is further known as 1011 East Washington Street.

Derivation: This is the same property conveyed to W. Dennis Chamberlain and Cecilia A. Chamberlain by deed of Martha Marie Stevenson Pruitt, dated and recorded concurrently herewith.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or affect the premises.

THIS IS A SECOND MORTGAGE

DOCUMENTAR!

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 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 the premises of the mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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