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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: ECHOERSLEY

We, Earl E. Hauthorne, Rebecca A. Hauthorne and Regina Paye Hawthorne WHEREAS, (hereinafter referred to as Mortgagor) is well and truly indebted unto McElrath & Tucker, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-Forty thousand (\$40,000.00) & No/100 ----corporated herein by reference, in the sum of

Dollars (\$ 140,000.00 ) due and payable in monthly installments of \$426.91, first payment due and payable December 14, 1980 and continue on the fourteenth day of each and every month until paid in full.

The mertgage balance of Forty thousand (\$40,000.00) dollars to be financed by EcElrath & Tucker, Inc. at 12% interest, until a first mortgage can be secured from a Savings & Loan Association at the rate of 13%. per centum per annum, to be paid: at the rate of date

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 Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and before the sealing and the sealing and before the sealing and 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 Greenville in the State of South Carolina, County of

ALL that piece, parcel and lot of land in Chick Springs Township, Greenville County, State of South Carolina, being on the north side of Benjamin Avenue in BRCOKHAVEN, LOT NUMBER TWENTY TWO (22), property of the Dobson Estate, according to survey and plat by H. S. Brockwam, R. S., Dated December 12, 1957, amended September 1, 1959, and recorded in RMC Office for Greenville County in Plat Book RR, page hl, reference to said plat hereby pleaded for more complete description.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoining ordinances of record, on the recorded plats or on the premises.

This is a portion of that property conveyed to Grantor by deed of Martha Campbell Hill, recorded in the RFC Office for Greenville County on May 30, 1980, in Deed Book 1126 at C) Page 658. The mortgage to be recorded this date.

> **AUCCHENTARY** A STARP 7.

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.

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

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