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STATE OF SOUTH CAROLINA AN ALL 4 15 PH '81 COUNTY OF GREENVIOURS STANKERSLEY R.M.C.

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID W. HIOTT

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMERCIAL MORTGAGE COMPANY, INC., 512 E. North Street, Greenville, South Carolina, 29601

on or before July 20, 1981

with interest therein from date at the rate of three per centum per allowing to be paid in advance in accordance with note dated January 20, 1981
WHEREAS, the Worlgagor 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 aforessic debt, and in order to secure the payment thereof, and citary 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 Nortgagoe, 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 assists:

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the west side of Jones Avenue, known and designated as Lot No. 19 of the property of Mrs. Mary Daniel, according to a plat made by Dalton & Neves, Engineers, March, 1929, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Jones Avenue, at corner of Lot 18, and running thence with line of Lot No. 18, N. 89-12 W., 180 feet to pin in line of Lot No. 20; thence with line of Lot No. 20, S. 0-48 W., 55.3 feet to pin on a 40 foot street; thence with said street, S. 84-34 E., 180.6 feet to pin on Jones Avenue; thence with the west side of Jones Avenue, N. 0-48 E., 70 feet to the beginning.

This being the identical property conveyed to the Mortgagor herein by deed of H. W. Rikard, Faye R. Skidmore, Frances Rikard Carter, and Murray W. Rikard, Jr., as recorded July 30, 1955 in the RMC Office for Greenville County in Deed Book 531 at Page 01, and also by deed of Edna Altom Rikard recorded July 30, 1955 in Deed Book 530 at Page 543, RMC Office for Greenville County.

This Mortgage is second and junior in lien to that certain Mortgage given to Fidelity Federal Savings and Loan Association recorded in REM Book 1213 at Page 549 on November 17, 1971 in the original amount of \$13,000.00 and having a present balance of \$8,856.90.

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Together with all and singular rights, members, harditaments, and oppurfequences 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 Mortgages, 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 pand 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 covervants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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