STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE S

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

WHEREAS,

WADE LEWIS SHEARER AND JUDITH BRANK SHEARER

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.E. SIRRINE COMPANY EMP. F.C.U.

P.O. BOX 5456 STATION B

GREENVILLE, SOUTH CAROLINA 29606 (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/100

---- Dollars (\$ 15,000.00) due and payable

AS SHOWN ON NOTE

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 piece, parcel or tract of land in Oneal Township of Greenville County, South Carolina located on the south side of the Groce Meadow Road, having the following courses and distances:

BEGINNING on a point or nail in Groce Meadow Road, corner with lot owned by Hoyt Dill, witnessed by a walnut tree on bank of road; thence with said road N 46 W 393.7 feet to an iron pin; thence S. 33-05 W. 778 feet to a stake on the Parker line; thence with the Parker line S. 50-30 E. 587.5 feet to an iron pin; thence N. 39-40 E. 586 feet to an iron pin; thence N. 44-40 W. 263.4 feet to an iron pin; thence N. 40-50 E. 150 feet to the beginning corner, containing 10.08 acres, more or less.

ALSO, all that other lot of land adjoining the above described tract and having the following courses and distances:

BEGINNING on a nail or point in intersection of the Groce Meadow Road and road leading therefrom to Sandy Flat, and runs thence S. 33-05 W. 798.6 feet to a point or nail in said road; thence S. 50-30 E. 210 feet to a stake; thence N. 33-05 E. 778 feet to an iron pin in the Groce Meadow Road; thence with said road N. 46 W. 210 feet to the beginning corner, containing 3.70 acres, more or less.

This is the same property conveyed to the mortgagors by deed of Floyd O. Brown and Martha H. Brown dated August 23, 1961 and recorded August 28, 1961 in Deed Book 680 at Page 549, R.M.C. Office for Greenville County, South Carolina.

This mortgage is second and junior in lien to that certain mortgage given to Wunda-Weve Federal Credit Union recorded March 14, 1974 in REM Book 1304 at Page 251 in the original amount of \$12,000.00.

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

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