LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

AMOUNT FINANCED - \$25,000.00

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

COUNTY OF GREENVILLE

FILED

FOR ED

TOO. S. C.

MORTCAGE OF REAL ESTATE

FILED

FILED

TOO. S. C.

MORTCAGE OF REAL ESTATE

DONAL AND ERSLEY

WHEREAS, William H. Rogers and Janet A. Rogers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan Inc. of South Carolina

(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 Pifty-Four Thousand Ninety-Two and 70/100------

Dollars (\$ 54,092.70 ) due and payable

according to the terms thereof, said Note being incorporated herein by reference.

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's heirs, 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, on the western side of Sugar Creek Lane and being known and designated as Lot No. 386 on plat entitled "Map 7 Sugar Creek" recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Sugar Creek Lane, said pin being the joint front corner of Lots 385 and 386 and running thence with the common line of said Lots, S.73-20-46 W. 148.59 feet to an iron pin, the joint rear corner of Lots 385 and 386; thence N.16-41-17 W. 100.77 feet to an iron pin; thence N.02-14-51 W. 21.7 feet to an iron pin, the joint rear corner of Lots 386 and 387; thence with the common line of said Lots, N.81-17-27 E. 138.88 feet to an iron pin on the western side of Sugar Creek Lane; thence with the western side of Sugar Creek Lane on a curve, the chord of which is S.18-30-26 E. 62.79 feet to an iron pin; thence S.21-55-54 E. 40 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from H. G. Proffitt, Inc. recorded in the RMC Office for Greenville County in Deed Book 1117 at Page 789 on December 21, 1979.

THIS is a second mortgage subject to that certain first mortgage to NCNB Mortgage Corporation recorded in the RMC Office for Greenville County in Mortgage Book 1481 at Page 850 in the original amount of \$73,000.00.

THE mailing address of the Mortgagee herein is P. O. Box 6521, Station B, Greenville, South Carolina 29606.

STAND TO O D TO

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

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