ADDRESS: 527 West "D" Street Jenks, OK 74037

MORIGAGE - INDIVIDUAL FORM MITCHELIES ARIAIL, GREENVILLE, S.C.

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STATE OF SOUTH CAROLINA

46 AH '82

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

INCLIRSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard V. McLeod and Suzanne B. McLeod

(hereinafter referred to as Mortgagor) is well and truly indebted unto V, R. Ewing and Margaret I. Bowen

(hereinalter 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

Eight Thousand Nine Hundred and no/100------ Dollars (\$ 8,900.00 ) due and payable as provided in the terms of the promissory note of even date, said terms are 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 scaling 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:

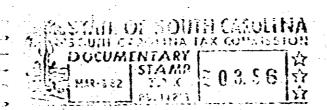
ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the easten side of Great Glen Road in Greenville County, South Carolina being known and designated as Lot No. 164 as shown on a plat of DEL NORTE ESTATES made by Piedmont Engineers and Architects dated August 28, 1968 recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book WWW at Pages 32 and 33 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Great Glen Raod at the joint front corner of lots nos. 163 and 164 and running thence along the common line of said lots, S. 76-12 E. 106 feet to an iron pin; thence N. 5-34 W. 156.83 feet to an iron pin; thence along the common line of lots nos. 164 and 165, S. 83-38 W. 99.0 feet to an iron pin on the eastern side of Great Glen Road; thence along the eastern side of Great Glen Road; thence along the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of V. R. Ewing and Margaret I. Bowen to be recorded herewith.

This mortgage is a second mortgage junior in lien to a mortgage covering the above described property given to First Federal Savings and Loan Association of even date herewith in the original sum of \$47,600.00.

If all or any part of the property or an interest therein is sold or transferred by borrower, the owner and holder of this note and mortgage may, at the holder's option, declare all the sums secured by this mortgage to be immediately due and payable.



Together with all and singular rights, members, berditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 Mottgagee, 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 whomsever lawfully claiming the same or my part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(A)