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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:

WHEREAS, WE, WILLIAM B. DUNSON, II and MARY LYNN E. DUNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto

R. C. AYERS RT #1 SIMPSONVILLE, S.C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagoe's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand Nine Hundred Seventy-Six and 91/100------

at the rate of Forty-Four and 98/100 (\$44.98) Dollars per month with the first payment being due and payable on May 1, 1982 and payments in a like amount being due and payable on the first day of each and every month thereafter for a period of five years until paid in full

with interest thereon from

date at the rate of 13%

per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may be reafter 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 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 Mortgagoe, 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 in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 8 on plat of COLONIAL ACRES, SECTION TWO, by C. O. Riddle, Surveyor, dated August 16, 1974 and recorded in Plat Book 5-P, Page 20 in the RMC Office for Greenville County;

LESS, HOWEVER, a small triangular shaped portion cut off the easterly side of said lot and being described as follows:

BEGINNING at an iron pin on the northerly side of Carriage Lane, joint front corner of Lots 7 and 8 and running thence with the joint line of said lots, N 17-30 W 175 feet to an iron pin; thence N 67-23 W 28 feet; thence in a new line approximately S 23-15 E 194 feet, more or less, to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of R. C. Ayers to be recorded of even date herewith.

This mortgage is second and junior in lien to that certain mortgage executed this day by William B. Dunson, II and Mary Lynn E. Dunson in favor of United Federal Savings and Loan Association in the original amount of \$45,876.59, to be recorded of even date herewith.

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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 hereefter aftached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all ruch fixtures and equipment, other than the usual bousehold 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, such stors and assigns, forever.

The Mortgagor covenants that it is lawfully soized of the premises heireinabove described it ree 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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