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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

SLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILL T. DUNN, JR, AND CHARLOTTE M. DUNN

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM M. GORDON, TRUSTEE,

Post Office Box 16389, Greenville, SC 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 NINE THOUSAND EIGHT HUNDRED AND 00/100 -----

_____ Dollars (\$ 9,800.00) due and payable

according the terms of a note of even date

with interest thereon from date at the rate of 15% per centum per annum, to be paid: according to the terms of a note of even date.

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 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 west side of Pimlico Road in the City of Greenville, being shown as Lot No. 416 on plat of Section D of GOWER ESTATES made by Campbell & Clarkson, Surveyors, May, 1964, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book RR Pages 192 and 193, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Pimlico Road at the joint front corner of Lot Nos. 415 and 416, and running thence along the line of Lot No. 415, S89-52W 206.2 feet to an iron pin; thence N14-04W 90 feet to an iron pin; thence S84-53W 33.7 feet to an iron pin; thence N2-58W 37.9 feet to an iron pin; thence along the line of Lot No. 417, S87-25E 268.7 feet to an iron pin on the west side of Pimlico Road; thence along Pimlico Road, S2-35W 92 feet to an iron pin; thence along Pimlico Road, S1-00W 18 feet to the point of BEGINNING.

This conveyance is made subject to restrictions recorded in Volume 753 at Page 571 and to any restriction, reservation, zoning ordinances or easements that may appear of record, on the recorded plat or on the premises. This property is subject to drainage easement as shown on plat recorded in Plat Book RR, pages 192 and 193 of the RMC Office for Greenville County, South Carolina.

This being the identical property conveyed unto the Mortgagors herein by deed of W. D. Workman, III, dated February 27, 1976, recorded March 3, 1976, in Deed Book 1032 at Page 455, in the RMC Office for Greenville County, South Carolina.

POLUMENTARY CONTROL STAMP CONT

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

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