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2008 1573 FAGE 307

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, I, JOHN H. FINLEY,

JAMES C. ODOM (hereinafter referred to as Mortgagor) is well and truly indebted unto

(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 FIVE HUNDRED AND NO/100-----Dollars (\$ 9,500.00) due and payable \$102.10 per month for 15 years, payments applied first to interest and

balance to principal, with the right to anticipate payments in full or in part at any time without penalty

with interest thereon from

date

at the rate of

10% per centum per annum, to be paid: monthly

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, in Monaghan Mill Village, being shown as Lot No. 82, Section 3, as shown on plat entitled "Subdivision for Victor-Monaghan Mills", made by Pickell and Pickell, Engineers, Greenville, S. C., on December 20, 1948, and recorded in Plat Book S, pages 179-181, in the RMC Office for Greenville County, said lot being also known as Not 33 Donaldson Street, and has the following metes and bounds:

BEGINNING at an iron pin on the southern side of Donaldson Street at joint front corner of Lots Nos. 81 and 82 and running thence with line of Lot 81, S. 10-42 W. 92.6 feet to iron pin on line of 15-foot alley; thence with line of said alley N. 79-11 W. 71 feet to iron pin on eastern side of Finely Street; thence with line of said Street N. 10-42 E. 82.5 feet to iron pin; thence N. 55-36 E. 14.2 feet to iron pin on southern side of Donaldson Street; thence with line of said Street S 79-30 E. 61 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

MORTGAGEE ADDRESS:

102 Cherryland Drive G'ville, SC 29611

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 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 Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove 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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