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MORTGAGE OF REAL ESTATE-Offices of WILLIAMS & HENRY, ATTORNEYS AT LAW, CREENVILLE, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Pete Wallace and Phyllis B. Wallace,

(hereinaster referred to as Mortgagor) is well and truly indebted unto Theodore J. Meyer, Jr. and Jean D. Meyer

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in corporated herein by reference, in the sum of

Twenty Thousand Three Hundred and No/100------ Dollars (\$ 20,300.00) due and payable in the following manner: \$243.65 shall be paid on September 13, 1982 and a like sum shall be paid on the same date of each succeeding month thereafter, including a payment to be made on July 13, 1988, with the entire principal balance, together with accrued interest to be paid in full on August 13, 1988,

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 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 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 Mortgagoe, the Mortgagoe'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

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, located at the southern side of the intersection of Wexford Drive and Devonwood Court and being shown and designated as Lot No. 69 and the northern part of Lot No. 76 on plat entitled "Property of Joel Newman and Susan Newman", dated April 1973, prepared by R. W. Dalton, Engineer, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4Y, at Page 145, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Devonwood Court and running thence along a line of Lot 70, S. 26-22 E. 125.0 feet to an iron pin; thence S. 80-59 E. 61.8 feet to an iron pin on the westerly edge of Wexford Drive; thence along the edge of said Drive, N. 7-12 E. 35.0 feet to an iron pin; thence continuing along the westerly edge of said Drive, N. 1-45 W. 67.8 feet to an iron pin; thence continuing along the westerly edge of said Drive, N. 26-22 W. 45.0 feet to iron pin; thence along the southern edge of the intersection of Devonwood Court and Wexford Drive, N. 71-22 W. 35.4 feet to an iron pin; thence along the southerly edge of Devonwood Court, S. 63-38 W. 73.0 feet to the beginning corner, and being the same property conveyed by a deed from Imperial Properties, Inc. to Joel Newman and Susan Newman dated April 27, 1973, and recorded in said R.M.C. Office on April 27, 1973, in Deed Book 973 at Page 342.

The within property is the identical property conveyed to the Mortgagors herein by deed of Theodore J. Meyer, Jr. and Jean D. Meyer of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument.

This is a second mortgage.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apportaining, and all of the rents, issues, and profits which may arise or be hid 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, he 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 bereinabove 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 whomsoever lawfully claiming the same or any part thereof.

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