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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, JACK RICHARD LEONARD MAD BONNIE R. LEONARD

(hereinaster referred to as Mortgagor) is well and truly indebted unto M.S. BAILEY & SON, BANKERS

(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 Thirty Seven Thousand Six Hundred Twenty Five and No/100--

----- Dollars (\$ 37,625.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from

at the rate of

per centum per annum, to be paid:

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, near the City of Greenville, being shown as Lot No. 15 on a plat of Pelham Estates, Section II, recorded in Plat Book PP, Page 119 in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Providence Square at the joint front corner of Lots 14 and 15 and running thence with Lot 14 N. 21-17 E., 197.9 feet to an iron pin at the joint rear corner of Lots 15 and 14; thence S. 68-31 E., 148.8 feet to an iron pin at the joint rear corner of Lots 15 and 16; thence with Lot 16 S. 21-17 W., 197.3 feet to an iron pin on Providence Square; thence with said Square N. 68-43 W., 148.74 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Greenville Development Corporation (formerly McCall-Threatt Enterprises, Inc.) recorded in the R.M.C. Office for Greenville County on February 14, 1973, in Deed Book 967, Page 322.

This mortgage is junior in lien to that certain mortgage executed in favor of Fidelity Federal Savings and Loan Association in the original amount of \$35,000.00 recorded in the R.M.C. Office for Greenville County on February 14, 1973, in R. E. Mortgage Book 1266, Page 627.

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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 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 Hand 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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