Route #4, Box 303, Chamblee, CA 30005 MORTGAGE OF REAL ESTATE - H. Clayton Walker, Jr., Attorney 201 East North Street Greenville, SC 29601

ruse **10. S. C.** MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA 800 × 1574 PAGE 10 GREENVILL COUNTY OF 3 57 M HALL WHOM THESE PRESENTS MAY CONCERN: 3 32 PHY 82 R.M.C. RSLEY 800x1582 PAGE 393 WHEREAS, DONNIE S. TANKER SLEY
R.M. Goel Duane McMillen,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mildred Scott Williams,

(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 and NO/100 ----- Dollars (\$ 9,000.00

ACCORDING TO THE TERMS OF A PROMISSORY NOTE EXECUTED HEREWITH

with interest thereon from July 1, 1982 paid in full per centum per annum, to be paid: monthly until 12% at the rate of

WHEREAS, the Mortgagor may bereafter 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, bying and being in the of South Carolina, County of Greenville, in Chick Springs Township, shown and described as follows: State of South Carolina, County of

BEGINNING on the north side of Lee Road, at the edge of concrete road and running thence N. 74-10 W. 207.42 feet along the edge of said concrete road; thence N. 15-50 E. 210 feet; thence S. 74-10 E. 207.42 feet to corner now or formerly of Hall; thence with line of Hall S. 15-50 W. 210 feet to the beginning corner; less, however, any portion of said property previously conveyed by Reathie McKinney recorded in the Greenville County Courthouse.

Being the same property conveyed to the Mortgagor by deed of Reathie McKinney and Mildred Scott Williams by deed dated May 26, 1982, and recorded herewith in the RMC Office for Greenville County in Deed Book 1169 at Page 437.

day of October, 1982, to clarify that this is a Rerecorded this 7 second mortgage subject to that first mortgage held by First Union Mortgage Corporation and recorded in Mortgage Book, 1579 at Page 12.

Together with all and singular rights, members, hereditiments, 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 futures 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.

00**CI** The Mortgagor covenants that it is lawfully seized of the premises beireinabove 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.