Mortgagee's Mailing Address: 204 Anders Avenue, Mauldin, S.C. 29662

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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MORTGAGE OF REAL ESTATE

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ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Sidney A. Chapman and Antoine Pickering

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Jesse L. Hartley

(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

Six Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 6,950.00) due and payable

six months from the date hereof

12%

with interest thereon from

even date

at the rate of twelve / per centum per annum, to be paid:

in accordance with the terms of said promissory note

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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being designated as Lot 60 on a plat of Pine Brook Development, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book Z at Page 149 and which has, according to said plat, and according to a more recent plat entitled "Property of Sidney A. Chapman and Antoine Pickering" prepared by Carolina Surveying Co., dated October 6, 1982, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Brewster Drive at the joint front corner with Lot 62 and running thence along the joint line with Lot 62 S. 66-29 W. 150.0 feet to an iron pin; thence running along a joint line with Lot 15 N. 33-31 W. 75.0 feet to an iron pin; thence running along a joint line with Lot 58 N. 56-29 E. 150.0 feet to an iron pin on the westerly side of Brewster Drive at the joint front corner with Lot 58; thence running along the westerly side of Brewster Drive S. 33-31 E. 75.0 feet to an iron pin, being the point of beginning.

This mortgage is junior in lien to that certain mortgage executed by the mortgagors herein in favor of First Federal Savings and Loan Association of South Carolina of even date to be recorded herewith.

STATE OF SOUTH CAROTTALA

This is the same property conveyed to the mortgagors herein by deed of Jesse L. Hartley of even date to be recorded herewith.

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