TONG, BLACK & CORTON

STATE OF SOUTH CAROLINAEB \$ 4 08 PH '83
COUNTY OF GREENVILLE DONN E R.M.C

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

WHEREAS, WE, MARTIN EDWARD DUNPHY and DIANA LYN DUNPHY

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

## A. GERALD STROUD

(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

FIFTEEN THOUSAND FOUR HUNDRED NINETY FIVE & 67/100Dollars (\$ 15,495.67) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from

date

at the rate of 12%

per centum per annum, to be paid: as set forth in 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 ohis 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, signate Joing 1374 being in the State of South Carolina, County of Greenville, being shown and designated attentable and a portion of Lot 155 on a plat of Section 2, BELLINGHAM, recorded in the RMC Office for Greenville County in Plat Book 4-N at Page 79, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Brookmere Road, joint front corner of Lots 153 and 154 and running thence with the joint line of said lots, S. 13-23 W. 172.2 feet to an iron pin; thence N. 60-49 W. 115 feet to an iron pin, joint rear corner of Lots 154 and 155; thence N. 26-25 E. 155.36 feet to an iron pin on the southerly side of Brookmere Road; thence with said Road, S. 62-39 E. 44.53 feet to a point; thence continuing with the southerly side of Brookmere Road, S. 77-24 E. 32.3 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of A. Gerald Stroud, dated January 31, 1983 and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of Collateral Investment Company recorded January 23, 1979 in REM Book 1455, at Page 833, in the original amount of \$34,900.00, and having a principal unpaid balance of \$33,899.33.

Mortgagee's Address: 6 Runnymeade Road Greenville, S. C. 29615

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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 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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