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STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONNIE S. TANNERSLEY MORTGAGE OF REAL ESTATE
R.M.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS,

James W. Blackwell and Janice W. Blackwell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ben E. Sanders

P. O. Box 458, Mauldin, S. C. 29662

date

(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

One Thousand Five Hundred and No/100----- Dolla

Dollars (\$ 1,500.00

due and payable

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six months from date;

with interest thereon from

at the rate of ten (10%) per centum per annum, to be paid: at maturity

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, being known and designated as Lot No. 3 of a subdivision of SHILOH ESTATES, SECTION 2, prepared by T. H. Walker, Jr. dated March 10, 1973, and being more particularly described on survey prepared by Dalton & Neves Co., Engineers, dated March, , 1983, entitled "Property of James W. Blackwell and Janice W. Blackwell", said survey being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-N at page 83, reference to the latter survey being made for a more complete description by metes and bounds.

This is a second mortgage, being junior in lien to that certain mortgage to First Federal Savings and Loan Association dated February 28, 1983, recorded herewith.

This is the same property conveyed to the Mortgagor's by Ben E. Sanders by deed of even date, recorded herewith.

OF SOUTH CAROLINA

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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 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.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove 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.