MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE OD S

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Horace Young and Drucilla Oxbung

date

R.H.C. (hereinafter referred to as Mortgagor) is well and truly indebted unto Edward W. Clay, Jr.

(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 Four Thousand Seven Hundred and No/100ths-----

in 72 monthly installments of \$94.35 each, commencing February 1, 1983, and continuing on the 1st day of each month thereafter until paid in full, with any unpaid balance to be due and payable on or before January 1, 1989,

with interest thereon from

at the rate of 13

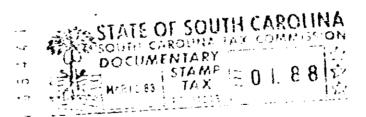
per centum per annum, to be paid: monthly

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, the Mortgagee's heirs, successors and assigns:

All that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being shown as a 3.0 acre tract of land according to a plat entitled "Survey for Horace Jackson Young and Drucilla A. Young" by Carolina Surveying Co. dated January 7, 1983, and to be recorded in the RMC Office for Greenville County in Plat Book 9-0 at Page 14, outlook to be Recorded.

It is understood and agreed that this mortgage is junior to the lien of that certain mortgage given by Horace Jackson Young and Drucilla A. Young to Jim Walters Homes, Inc., said mortgage being dated January 31, 1982, and recorded in the RMC Office for Greenville County in Mortgage Book 1597 at Page 489.



The within property is the same as that conveyed unto the Mortgagors herein by deed of Princella A. Dawkins; said deed having been recorded in the RMC Office for Greenvilla County South Carolina in deed book 1184, at page 157, date of March 10. 1983

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 is 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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