STATE OF SOUTH CAROLINA COUNTY OF GREENWEIGHE CO. S. C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

11.13 May 337

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DUNNIE S. . " LEASLEY

Michael B. Freeman and Nancy T. Freeman

(hereinaster referred to as Mortgagor) is well and truly indebted unto Norville E. Spearman

January 31, 1988

WHEREAS,

with interest thereon from 1/31/84

at the rate of

13% per centum per annum, to be paid: according to

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

ALL that lot of land situate on the northwest side of Pimlico Road in the City of Greenville, in Greenville County, south Carolina, being shown as Lot 29 on plat of Section A of Gower Estates, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ at Pages 146 and 147 and having such courses and distances as will appear on the above referenced plat.

This conveyance is made subject to all restrictions, set back lines, roadways, easements, and rights-of-way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the same property conveyed to the Mortgagors herein by general warranty deed of Norville B. Spearman and filed in the RMC Office for Greenville County on August 23, 1983 in Deed Book 1194 at Page 852.

SCTO ----3 FE.184 097

TEB-1984 FEB-11986

Mortgagee's Address: Route 8, Lakeview Drive, Greenville, SC 29611

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.