STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED S. GIORTGAGE OF REAL ESTATE GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Thomas W. Traxler and Onlika beth E. Traxler

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

Wm. Byrd Traxler, Sr., Executor of the Estate of Mary G. Traxler, deceased

(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 Sixty-Five Thousand and 00/100------

_____Dollars (\$ 65,000.00 and payable

December 16, 1989 - For payment schedule, see Promissory Note dated November 16, 1984

with interest thereon from even date herewithst the rate of Note Promissory per centum per annum, to be paid: in each monthly installment

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 those pieces, parcels or lots of land in the City of Greenville, the County of Greenville, South Carolina, with the buildings and improvements thereon situate, lying and being on the southerly side of Wilderness Lane, in the City of Greenville, being shown and designated as Lots 69 and 70, on plat of Cleveland Forest Subdivision prepared by Dalton and Neves, May, 1940, as recorded in Plat Book "M" at page 137, R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Wilderness Lane at the joint front corners of Lots 68 and 69 and running thence along the joint line of said lots, S. 17-44 E. 150 feet to an iron pin at joint rear corner of Lots 68, 69, 47 and 48; thence N. 72-16 E. 120 feet to an iron pin at joint rear corner of Lots 70 and 71; thence along the joint line of the said lots, N. 17-44 W. 150 feet to an iron pin at joint front corner of the said lots on the southerly side of Wilderness Lane; thence along the southerly side of Wilderness Lane, S. 72-16 W. 120 feet to an iron pin at the point of beginning.

This is the same property heretofore conveyed to the Mortgagors herein by Deed of the Mortgagee dated even date herewith and recorded simultaneously herewith in the R. M. C. Office for Greenville County in Deed Book at page

Mortgagee's address: P O Box 10031, Greenville, S. C. 29603

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FULL ASSIGNMENT

FOR VALUE RECEIVED, I Wm. Byrd Traxler, Sr., as Executor do hereby assign, transfer and set over all the right, title and interest of the Estate of Mary G. Traxler, Deceased, in and to the above Mortgage unto Emily T. Purdum as Trustee under Order of the Court of Common Pleas for Greenville County, South Carolina, dated September 27, 1984.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of November, 1984.

ESTATE OF MARY G. TRAXLER, DECEASED

Latta & Swaner

Sole Executor Apt. 580-File 11 Probate

In the event that the Mortgagors herein shall sell, transfer, convey or in any way dispose of the real property herein or any part thereof, with the exception of any junior or subordinate lien, Mortgagee shall have the right to accelerate and declare immediately due and payable the principal balance and accrued interest under the aforesaid promissory note

and apportenances to the same belonging in any way incident or appertancer, 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 attacked, 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 field is Lasfully 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 Mortgagoe force or, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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