MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILEO GREENVILLE CO. S.C.

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

Max R. Hedg DONNIE S. TANKERSLEY WIEREAS, R.H.C.

thereinafter referred to as Mortgagor) is well and truly indebted unto Hill's Enterprises, a South Carolina General Partnership

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Sixty-Five Thousand Three Hundred Twenty-Three and

-----Dollars (\$ 65, 323, 11) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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 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, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE.

ALL those certain pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 235, 237, 240, 241, 243, 244, 249, 250 and 251, Section 2, as shown on plat entitled "SUBDIVISION FOR ABNEY MILLS, BRANDON PLANT, Greenville, South Carolina", prepared by Dalton & Neves, Engineers, dated February, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 56-59, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed of Hill's Enterprises, a South Carolina General Partnership, recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to the following first mortgages:

Lot 235 - Mortgage to Childrens Co., Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1609 at Page 982 on June 3, 1983 in the original amount of \$11,250.00 and having a present balance of \$11,175.21.

Lot 237 - Mortgage to Childrens Co., Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1609 at Page 972 on June 3, 1983 in the original amount of \$11,250.00 and having a present balance of \$11,175.21.

Lot 240 - Mortgage to Childrens Co., Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1609 at Page 974 on June 3, 1983 in the original amount of \$11,250.00 and having a present balance of \$11,175.21.

Lot 241 - Mortgage to Childrens Co., Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1609 at Page 976 on June 3, 1983 in the original amount of \$11,250.00 and having a present balance of \$11,175.21.

- CONTINUED on attached sheets -

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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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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