MORTGAGEE'S ADDRESS: 308 Poplar Street Travelers Rest, S.C . 29690

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED GREENVILLE ON CREGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: 9 54 AH 184

DONNIE S. TARKERSLEY R.M.C.

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WHEREAS,

OLIN D. WILLIS

CRAIG L. BARBARE

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

(hereinaster referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-FOUR THOUSAND AND NO/100---corporated herein by reference, in the sum of --- Dollars (\$ 4,000.00) due and payable IN FULL SIX (6) months from the date hereof at the rate of Sixteen (16%) percent per annum.

with interest thereon from December 7, 1984 at the rate of 16% AS SET per centum per annum, to be paid: OUT ABOVE.

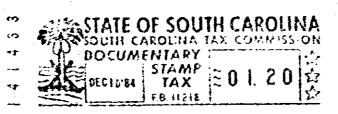
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Mortgagor, 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. B-12 of Middleton Place Horizontal Property Regime as is more fully described in Master Deed dated August 31, 1976, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1042 at Pages 230 through 296, inclusive, and survey and plat plan recorded in the R.M.C. Office for Greenville County in Plat Book "5-R" at Pages 87 A through 87 D.

Derivation: Deed Book 1043, Page 585 - William N. Miller, Jr., and Joe W. Hiller 9/28/76



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 it 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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