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STATE OF SOUTH CABOLINA COUNTY OF GREENVILLE

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

R.H.C.

WHEREAS, Pendleton Manor, Inc.

(howeinafter referred to as Mortgagor) is well and truly indebted unto Tom Bartels

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are is corporated herein by reference, in the sum of

This mortgage shall be equal in lien to that certain mortgage held by Marcy R. Miller and Betty Lou Miller dated January 1, 1973, in the original sum of \$50,000.00 and the mortgages given November 15, 1973, to Neil W. Solomon, Eugene E. Solomon, James D. Solomon, Mabel G. Clark, Tom Bartels, Certain Marches, J. Harold Townes and L. W. Brummer, totaling in the aggregate the sum of \$100,000.00 and the within mortgage shall be equal in lien to additional mortgage and/or mortgages given as security for additional loans made to Mortgagor, which loans including the within mentioned mortgages shall not exceed in the aggregate the sum of \$200,000.00.

Rescoe E. Pendleton and Grace V. Pendleton

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

¥6.00