LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA 800x1583 FAGE 628 GREENVI E CO.S.C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTCACE OF REAL ESTATE OCT 21 16 28 AH 182 TO ALL WHOM THESE PRESENTS MAY CONCERN. DONNIE S TANKERSLEY

R.M.C

WHEREAS, Robert A. Cabaniss, Sr. and Joann L.Cabaniss 84 MEB29 800K (hereinafter referred to as Mortgagor) is well and truly indebted unto Guy Ritch O'Kelly, Jr. (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 Four Thousand and No/100-----_____Dollars (\$ 4,000.00) due and psyable as provided for in Promissory Note executed of even date herewith, the terms THIS is the same property as that conveyed to the Mortgagors herein by deed from Guy Ritch O'Kelly, Jr. recorded in the RMC Office for Greenville County of even date herewith. THIS is a second mortgage subject to that certain first mortgage to First Federal Savings and Loan Association of South Carolina, dated October 20, 1982, in the original amount of \$22,800.00, and recorded in . the RMC Office for Greenville County of even date herewith. THE Rai Bag address of the Mortgagee herein is: 104 Oak Fern Court Simpsonville, S. C.

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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 bereinabove 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 provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe likewer, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

(Section)