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A. M.O.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

T. C. Threatt, M. F. Woodward,

and Cherry Investors, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Kingroads Development Corporation

on or before ten years from date, interest to be computed and paid semi-annually

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 Mortgagee 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, 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,

acres, more or less, situate, lying and being on the westerly side of Old Piedmont Highway near the City of Greenville, as shown on plat entitled "Property of W. C. Cleveland Estate", prepared by Piedmont Engineers & Architects, dated April 1, 1966, and recorded in the RMC Office for Greenville County, S. C., in Plat Book BBB at pages 186 and 187, reference to said plat being made for a further metes and bounds description.

This mortgage is junior in lien to the mortgage of the mortgagors herein to South Carolina National Bank of Gharleston, Greenville, S. C., and Alice Burnett Cleveland, as Co-Trustees under the Will of William Choice Cleveland, deceased, in the amount of \$229,712.00, recorded in Mortgage Book 1028 at page 447 in the RMC Office for Greenville County.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.