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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE UCE

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

WHEREAS, I, WILLIAM B. LONG, JR.

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

SOUTHERN BANK AND TRUST COMPANY

(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 SIXTEEN THOUSAND, SEVEN HUNDRED AND THIRTY NINE Dollars (\$ 16,739.52) due and payable

according to the terms of the note of even date herewith for which this mortgage stands as security.

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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 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:

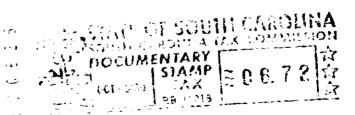
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 159 of PARAMOUNT PARK, plat of which is recorded in the RMC Office for Greenville County in Plat Book W at Page 57, prepared by Piedmont Engineers and Architects, July, 1949, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Crosby Circle at the joint front corner of Lots 158 and 159, and running thence with the common line of said lots, N. 2-51 W. 168.5 feet to an iron pin; thence S. 89-21 E. 20 feet to an iron pin; thence S. 26-00 E. 150 feet to an iron pin on Crosby Circle; thence with said street, S. 66-54 W. 84 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Frank P. McGowan, Jr., Master in Equity for Greenville County, South Carolina, dated June 18, 1974, and recorded June 19, 1974, in Greenville County Deed Book 1001 at Page 523.

This is a second mortgage, junior in lien to that mortgage to Carolina Federal Savings and Loan Association, dated April 21, 1972, and recorded in the RMC Office for Greenville County in Mortgage Book 1230 at Page 401.

Mortgagee's address: P. O. Box 1329, Greenville, S. C., 29602.



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.