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DONNA W. WALKERSLEY
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1980 PAGE 25

REAL ESTATE MORTGAGE

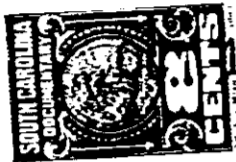
LENDER - MORTGAGEE

FORD MOTOR CREDIT COMPANY

211 Century Dr., Suite 100-C, Greenville, S.C. 29607
NUMBER AND STREET CITY STATE

BORROWER(S) - MORTGAGOR(S)

Richard L. Alpert and Margaret H. Alpert
4 Quail Hill Dr., Greenville, S.C. 29607
NAME NUMBER AND STREET CITY STATE



STATE OF SOUTH CAROLINA,)
County of Greenville)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the undersigned Mortgagor(s) hereinafter referred to as "Mortgagor" in and by that certain Promissory Note, bearing Loan Date 10-6-80, stand firmly held and bound unto Ford Motor Credit Company hereinafter sometimes referred to as "Mortgagee," in the penal sum of Seventeen Thousand One Hundred Twenty and 00/100 DOLLARS, conditioned for the payment of the full and just sum of Seventeen Thousand One Hundred Twenty and 00/100 DOLLARS as in and by the said Promissory Note and condition thereof, reference being thereunto had, will more full appear.

NOW, KNOW ALL MEN, THAT said Mortgagor Richard L. Alpert and Margaret H. Alpert in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the condition of the said Promissory Note, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mortgagee.

FORD MOTOR CREDIT COMPANY, ITS SUCCESSORS AND ASSIGNS:

"ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville and being shown as Lot No.2 of Quail Hill Estates, as shown on a plat of the property of Thomas B. Huguenin and T.F. Huguenin Jr. prepared by Campbell & Clarkson, Surveyors, Inc. dated April 24, 1969, recorded in the REC Office for Greenville County, South Carolina in Plat Book TTT, Page 201; being the property conveyed to the Mortgagors by deed of The Douglas Company dated July 17, 1974 and recorded in Deed Book 1003, at Page 168.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever. And the Mortgagor does hereby bind his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in at least such sums as the Mortgagee shall from time to time require and assign the policy of insurance to the said Mortgagee, its successors or assigns. And in case the Mortgagor at any time neglects or fails so to do, then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, or in the said Promissory Note for which this instrument is evidence of security, the whole amount of the debt secured by this mortgage shall at the option of the said Mortgagee become immediately due and payable.

AND IT IS FURTHER AGREED, that said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.