STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTCAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, WILMA M. SEWARD and ANN S. MULLEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto DENNIS C. SCHRAGE and PLOY L. SCHRAGE

(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

TWENTY THREE THOUSAND ONE HUNDRED TWENTY FIVE & no/100

Dollars (\$ 23, 125.00

) due and payable

on or before September 1, 1982

with interest thereon from date at the rate of 14% per centum per annum, to be paid: at maturity The mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 Mortgagoe 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 scaling 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, the Mortgagee's heirs, 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, known and designated as Lot No. 67 shown on a plat of the subdivision of BOTANY WOODS, Sector II, recorded in the RMC Office for Greenville County in plat book QQ page 79.

This is the same property conveyed to mortgagors by mortgagees by deed of even date herewith, to be recorded.

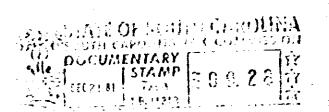
This mortgage is junior in lien to that certain mortgage executed by mortgagors to American Federal Savings and Loan Association in the amount of \$82,050.00 dated Dec. 18, 1981 to be recorded.

Mortgagees' address: 7613 S. Quebec Ave Tulsa, Oklahoma 74136

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Together with all and singular rights, members, heredituments, 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 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 library and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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