

Mortgagee's Address: 19 Lajuan Dr.
Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

BOOK 1569 PAGE 93

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, WADE HAMPTON BAPTIST CHURCH, an eleemosynary corporation, organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

Frank or Dawn McCleer, or the survivor of them

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:
-----Ten Thousand and No/100----- Dollars

(\$ 10,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 12% per centum per annum, to be paid as provided for in said note; and,

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:

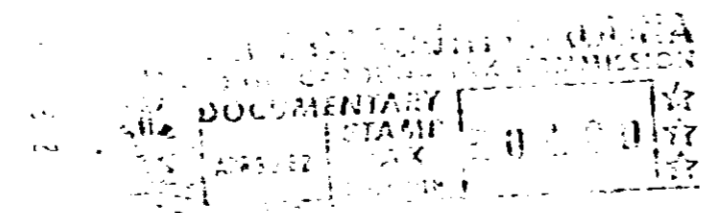
ALL that certain piece, parcel and tract of land with all buildings and improvements thereon, situate, lying and being in Greenville County, South Carolina, on the southeastern side of Wade Hampton Boulevard and being known and designated according to the Tax Map records of Greenville County, South Carolina as Lot 22.1, Block 10.1, Sheet 22.1 as recorded in the Tax Map Reference Book for Greenville County, South Carolina and being more particularly described as a 2.08 acre tract according to a recent survey prepared by Arbor Engineering, Inc. dated April 21, 1982, which plat is recorded in the RMC Office for Greenville County, South Carolina in Plat Book Q-A, page 13 and having according to said recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Wade Hampton Boulevard which iron pin is located 677 feet, more or less, from the intersection of Wade Hampton Boulevard and Richbourg Drive and running thence S. 47-08 E. 325.34 feet to an iron pin; thence S. 42-49 W., 246.94 feet to an iron pin; thence S. 56-09 E. 177.16 feet to an iron pin; thence N. 42-53 E. 318.81 feet to an iron pin; thence N. 47-06 W. 500.61 feet to an iron pin on the southeastern side of Wade Hampton Boulevard; thence with the southeastern side of Wade Hampton Boulevard, S. 42-52 W. 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Northeast Church of Christ of even date to be recorded herewith.

The within mortgage is junior in rank and second in priority to a certain mortgage of even date herewith given by the mortgagor to Northeast Church of Christ in the sum of \$40,000.00. The funds advanced and secured by the within mortgage are being advanced to finance the purchase of the above described property. Simultaneously with the execution hereof, 21 other mortgages securing various sums, advanced for the same purpose, and evidenced by promissory notes, are being executed. The within mortgage and each of the other mortgages shall be equal in rank and priority of security against the subject property, and each shall be junior in rank and second in priority to a mortgage to Northeast Church of Christ as set forth above.

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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 of all 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 such 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.

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