STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

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WHEREAS,

PAUL D. HEATON

(hereinafter referred to as Mortgagor) is well and truly indebted unto AUCTION RECON CENTER, INC.

(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 Fifty-One Thousand Three Hundred Sixty and No/100-----

----- Dollars (\$ 51,360.00 ) due and payable

ACCORDING TO THE TERMS OF THE NOTE OF EVEN DATE EXECUTED SIMULTANEOUSLY HEREWITH.

with interest thereon from

date

at the rate of

14%

per centum per annum, to be paid: 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,

ALL that certain piece, parcel or lot of land situate, lying and being at the Northeastern corner of the intersection of Bramlett Road (Road 105) with White Horse Road (S.C. Highway 250) in the County of Greenville and State of South Carolina, and as shown on plat of survey of property of Walter S. Griffin by Dalton & Neves, Engineers, dated March, 1964, and more fully described as follows:

COMMENCING at the Northeastern corner of the intersection of Bramlett Road with White Horse Road, and running thence N. 59-24 E. along the Southeastern side of Bramlett Road 175 feet to an iron pin; thence turning and running S. 52-50 E. along boundary line of other property of Walter S. Griffin 150 feet to an iron pin; thence turning and running S. 53-30 W. along boundary line of other property of Walter S. Griffin 150 feet to an iron pin on the Northeastern side of the boundary line of the old White Horse Road; thence turning and running N. 57-15 W. along the Northeastern boundary of the old White Horse Road 101.3 feet to an iron pin; thence continuing N. 60-42 W. along the boundary line of the old White Horse Road 73.7 feet to the point of commencement.

This is the identical property conveyed to the Mortgagor herein by the Mortgagee herein by deed of even date to be recorded simultaneously herewith.

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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 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 at 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.