STATE OF SOUTH CAROLINA COUNTY OF Greenville

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS. I, Albert J. Shelton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Milton Trotter, Jr.

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

with interest thereon from date at the rate of 15% per centum per annum, to be paid: according to the terms of said note.

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, in the City of Mauldin, being known and designated as Lot No. 39 on plat of WOODHEDGE, Section I, by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 58, and according to said plat, having the following metes and bounds:

BEGINNING at a point on Bluestone Court, joint corner of Lots Nos. 38 and 39 of Woodhedge Subdivision, and running thence S. 46-54 E. 174.9 feet to a point; thence running S. 44-34 W. 114.13 feet to a point on Adams Mill Road, joint corner of Lots Nos. 39 and 40; thence running N. 56-39 W. 160.35 feet to a point; thence N. 4-57 W. 30.72 feet to a point; thence running N. 47-14 E. 121.11 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Leake & Garrett, Inc., dated February 10, 1978, and recorded that same date in Greenville County Deed Book 1073 at Page 517.

THIS IS A SECOND MORTGAGE, junior in lien to that mortgage from Albert J. Shelton to Susan R. Keeler, dated and recorded May 25, 1983, in Greenville County REM Volume 1599 at Page 177, in the original principal amount of \$12,000.00.

Mortgagee's address: Route #14, Log Shoals Road, Greenville, S. C., 29607.

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 thereform, 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 beirs, successors and assigns, forever.

The Mortgager coremants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully a chonized to sell, convey or encumber the same, and that the premises are free and clear of all liers and encumbrances except as provided herein. The Mortgagor further coverants to warrant and forever defend all and singular the said premises unto the Mortgagor further, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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