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payment.

STATE OF SOUTH CAROLINA CREMINITY OF S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Roger D. Bannister and Sandra L. Bannister WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

C. Gordon Ballew

(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

.\_\_\_\_ Dollars (\$ 4,000.00 ) due and payable Four Thousand and No/100 -----

in forty-eight (48) equal monthly installments of One Hundred Five and 34/100 (\$105.34)

\_\_\_, 1984 Dollars beginning \_ November 5 at the rate of 12% date with interest thereon from

per centum per annum, to be paid: with

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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 piece, parcel or lot of land in the State and County aforesaid, being known and designated as Lot No. 41 on a plat of Wynette Estates by Picknell & Picknell, Engineers, dated July 24, 1953, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book EE at Page 37 and having the following metes and bounds, to-wit:

Beginning at an iron pin on Wyoming Avenue, at joint front corners of Lots Nos. 40 and 41 and running thence along the line of said lots, N. 89-40 W., 200 feet to iron pin at the rear corners of Lots 22 and 23; thence running with rear line of Lot 22 S. 5-46 W., 80 feet to an iron pin at rear corner of Lot 42; thence running with line of said Lot S. 89-04 E., 200 feet to an iron pin on Wyoming Avenue; thence running with said Avenue N. 5-46 E., 80 feet to the point of beginning.

This property is subject to restrictions, covenants and conditions as recorded in the R. M. C. Office for Greenville County, South Carolina in Volume 495 at Page 523.

This conveyance is subject to all easements and rights of way of record.

This being the same property conveyed to the mortgagors herein by deed of C. Gordon Ballew dated September 19, 1984 to be recorded 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 as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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