

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS TIMOTHY V. FREEMAN and KATHY FREEMAN
DONOR FRIGLEY(hereinafter referred to as Mortgagor) is well and truly indebted unto BUILDERS and DEVELOPERS, INC.
P.O. Box 278
Simpsonville, SC 29681(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 EIGHT THOUSAND FOUR HUNDRED AND No/100-----
Dollars (\$ 8,400.00) due and payable

per note executed this date or any future modifications, extensions or renewals thereof

with interest thereon from date at the rate of per note per centum per annum, to be paid per 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:

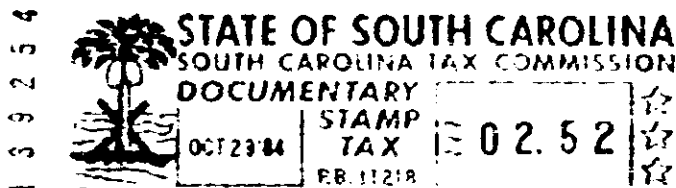
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 improvements thereon, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina and designated as Lot 36 on a plat entitled "Westwood South, Section No. 2, Sheet No. 2" prepared by Piedmont Surveyors and recorded in Plat Book 7-C at Page 66 and revised February 5, 1981 and recorded in Plat Book 7-X at Page 74; reference being had to the latter plat for a detailed metes and bounds description thereof.

This being the same property conveyed to the Mortgagor herein by the Mortgagee, of even date, to be recorded herewith.

This mortgage is to secure the purchase price for the within property as evidenced by a Purchase Money Promissory Note executed this date.

This mortgage is second and junior in lien to that mortgage between Timothy V. Freeman and Kathy Freeman to Builders and Developers, Inc., of even date herewith recorded.



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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