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172-K, 3900 East North Street Greenville, South Carolina 29815 MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA TO ALL WHOM THESE PRESENTS MAY CONCERNI COUNTY OF GREENVILLE JOHN NO TITLE SEARCH

WHEREAS,

Marvin F. Henderson, Jr.,

Elizebeth M. Henderson

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

(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 (\$ 10, 000, 00) due and payable

Ten Thousand and No/100-----

Pursuant to the terms of that certain Promissory Note executed even date herewith and incorporated herein by reference,

with the common line of said Lots, S. 65-29 W. 166.9 feet to an iron pin on the northeasterly side of E. Woodburn Drive; thence with the northeasterly side of E. Woodburn Drive, N. 27-09 W. 42 feet to an iron pin; thence N. 30-29 W. 43.6 feet to an iron pin at the point of BEGINNING.

This is the same property conveyed to the Mortgagor and Mortgagee herein by deed of Jim Williams, Inc., dated August 15, 1975 and recorded in the R.M.C. Office for Green! ville County at Deed Book 1022, at Page 754.

This mortgage is a THIRD mortgage and is junior in priority to that certain mortgage held by Security Federal Savings & Loan dated August 15, 1975 and recorded in the R.M.C. Office for Greenville County on August 15, 1975 in REM book 1346 at page 303 in the original amount of \$38,500 and is also junior in priority to that certain second. mortgage held by Household Finance dated January 7, 1977 and recorded in the R.M. Office for Greenville County on January 11, 1977 in REM book 1387 at page 96 in the original amount of \$9247.53.

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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 A fixtures now or bereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties bereto that all futures 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.

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 hereiaabove 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.