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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RONALD M. ORR AND CAROLYN D. ORR

(hereinafter referred to as Mortgagor) is well and truly indebted unto J & B BUILDERS & DEVELOPERS, 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

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

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, being known and designated as

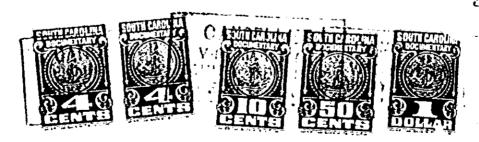
Lot 54 on a plat of South Forest Estates, dated August 29, 1955, prepared by Pickell and Pickell, Engineers, recorded in the RMC Office for Greenville County in Plat Book GG, Page 181, and having, according to said plat, the following metes and bounds, towit:

BEGINNING at an iron pin on the Eastern side of Brantford Lane, at the joint front corner of Lots 53 and 54 and running thence with the Eastern side of Brantford Lane, N. 5-19 W., 95 feet to an iron pin at the joint front corner of Lots 54 and 55; thence with the joint line of Lots 54 and 55, N. 84-41 E., 125 feet to an iron pin; thence S. 5-19 E., 95 feet to an iron pin at the joint rear corner of Lots 53 and 54; thence with the joint line of Lots 53 and 54, S. 84-41 W., 125 feet to an iron pin, being the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of J & B Builders & Developers, Inc. to be recorded of even date herewith.

It is agreed and understood that this mortgage is second and junior in lien to that certain mortgage to United Federal Savings & Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1229, at Page 380.

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Together with all and singular rights, members, herditaments, 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 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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