mortgagee: Route 2, Taylors, S.C. 29687

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS,

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

SIDNEY GLOVER AND CAROLYNNE L. GLOVER

(hereinafter referred to as Mortgagor) is well and truly indebted unto LARRY L. KEMP & SANDRA B. KEMP

(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 EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100----- Dollars (\$ 18,500.00) due and payable

upon close of sale of house at 80 S. Pennell Road, Lima, Pa. or one year from date of this mortgage, whichever occurs first;

with interest thereon from date at the rate of 12%

per centum per annum, to be paid:

at time of settlement

WHEREAS, the Mortgagor may bereafter 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, hing and being in the State of South Carolina, County of GREENVILLE, lying and being in O'Neal Township, being known and designated as a tract containing 1.39 acres and is shown more fully on a plat of "Property of Ann Trammell Estate" dated November 2, 1978, is recorded in Plat book 6V, page 42, reference to said plat is hereby craved for a more complete description.

This is the same property conveyed to the mortgagors by deed of Larry L. and Sandra B. Kemp, to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by Family Federal Savings and Loan Association in the original amount of \$40,000.00, dated August 11, 1980 and to be recorded

of even date 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 Pattached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all rich futures and equipment, other than the (Boul 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, suo sors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described is see 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 whomsomer lawfully claiming the same or any part thereof.