mortgagee: 111 Sugar Creek Road Greer, S.C. 29651

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

SEP 23 3 35 PH 18 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C

WHEREAS,

Carl L. Putnam and Dorothy B. Putnam

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

George O'Shields

(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

nine thousand four hundred four and 57/100---- Dollars (\$ 9,404.57) due and payable

in two equal annual installments, with the first insta-lment due one year from date of Note and the second installment one year later;

with interest thereon from date

at the rate of Twelve per centum per annum, to be paid: with each install-

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 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 scaling 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, percel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Caroline, County of GREENVILLE, shown and designated on plat of Property of George O'Shields Builders, dated March 15, 1979, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County in plat book 7-A at page 67, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an intersection of East Georgia Road and Fowler Road and running thence N. 82-38 E., 121.1 feet to a point; thence continuing along East Georgia Road, N. 81-55 E., 219.1 feet to an old iron pin; thence turning and running S. 7-42 E., 179.9 feet to a new iron pin; thence running to the center of Fowler Road, S. 7-42 E., 19.0 feet to a point; thence running with the center of Fowler Road, N. 69-56 W., 384.5 feet to a point at the intersection of Fowler Road and East Georgia Road, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of George O'Shields, dated September 22, 1982, to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior to that certain mortgage held by First Federal Savings and Loan Association, dated September 22, 1982, in the original amount of \$23,435.54, 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 appartaining, 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 ruch 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, suo sors and assigns, forever.

The Mortgagor covenants that it is lawfully soized of the premises heireinabove described in ree 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 whomsever lawfully claiming the same or any part thereof.