

FILED
GREENVILLE CO. S. C.

BOOK 1585 PAGE 793

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 12 3 50 PM '82
JONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Michael W. Murphy and Cherie E. Murphy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Harold B. Johnson, Jr., and Dale H. Johnson
P.O. Box 662
Jenks, Oklahoma 74037

(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 Twenty Eight Thousand Three Hundred Twenty Eight and 43/100

Dollars (\$28,328.43) due and payable

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

As per the terms of said 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:

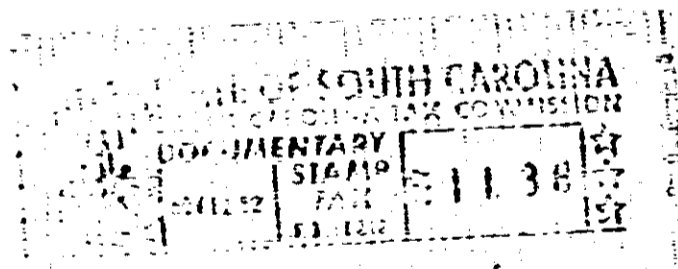
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being further described as follows:

ALL that piece, parcel or lot of land situate, lying and being in Butler Township in the County of Greenville, State of South Carolina near the City of Greenville on the northeastern side of Sedgefield Drive and known and designated as Lot No. 8 of a subdivision known as Timberlake, Section III, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 4; said lot having such metes and bounds as shown thereon.

This is a second mortgage junior to that of Bankers Mortgage Company as recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1068 at page 557 and having a balance this date of \$10,671.57.

This mortgage may not be assigned or sold without prior written approval of mortgagee.

This is that property conveyed to Mortgagor by deed of Harold B. Johnson, Jr. and Dale H. Johnson dated and filed concurrently herewith.



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 attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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.