RE84-11 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

THIS IS A SECOND MORTGAGE MORIGAGE OF REAL ESTATE

TO ALL WHOM THESE TRESENTS MAY CONCERN:

WHEREAS, I, PERRY BURTON,

thereinafter referred to as Mortgagor) is well and truly indebted unto William Mellman and Darrell R. Brewer, 107 MANKY ST, GREENVILLE, S.C. 29601

thereinafter 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 TEN-THOUSAND AND NO/100THS-

--- Dollars (\$ 10,000.00) due and payable

This mortgage is junior to mortgages in favor of American Federal Savings & Loan Association as shown in Mortgage Book 1486 at page 625 and Mortgage Book 1486 at page 629 in the RMC Office for Greenville County, South Carolina.

with interest thereon from

at the rate of

per centum per annum, to be paid:

Final Payment Due February 1, 1989

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.

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 27 on a plat of POWDERHORN, Section 1, prepared by Piedmont Engineers and Architects dated July 26, 1973, revised January 7, 1974, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X, Page 95, reference being made to said plat for the metes and bounds thereof.

ALSO ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 118 on plat of POWDERHORN, Section 3, recorded in the RMC Office for Greenville County in Plat Book 7-C at page 4, reference being made to said plat for the metes and bounds thereof.

At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

This is the same as that conveyed to Perry E. Burton by deed of Eugenia H. Burton dated March 3, 1981 and recorded March 5, 1981 in Deed Book 1143 at page 722 aforesaid records. Also see Deed Book 1143 at page 719 aforesaid records.

DOCUMENTARY

STAMP

TERRENT TAX

ESTIMATE

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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 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.

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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 the 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 af 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.