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STATE OF SOUTH CAROLINATION STATE ST COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William Max Looper and Carole C. Looper

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(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(hereinaster 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 Twelve Thousand Five Hundred and No/100-----

according to the terms thereof said note being incorporated herein by reference.

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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 Mortgager 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 in Fairview Township, lying west of the Town of Fountain Inn and containing 3.93 acres, more or less, according to a plat prepared by C. O. Riddle, Surveyor, dated March, 1968, entitled "Property of John B. Armstrong" and having, according to a more recent survey entitled "Property of William Roger McGuire and Anna K. McGuire" prepared by Carolina Surveying Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly edge of the right-of-way of S. C. Highway No. 418, joint frong corner with lot of Alfred Kenneth Melton, and running thence along said Melton lot, S. 6-30 W. 300 feet to an iron pin; theace N. 79-26 W. 556.6 feet to an iron pin; thence N. 0-30 E. 303.1 feet to an iron pin on the southerly edge of the right-of-way of said S. C. Highway 418; thence with the edge of said highway, S. 79-35 E. 588.9 feet to the point of beginning.

This mortgage constitutes a third lien on the above-described property and is junior to that certain first mortgage of William Roger McGuire and Anna K. McGuire to C. Douglas Wilson & Co., recorded in the R. M. C. Office of the Greenville County Courthouse in Mortgage Book 1185 at Page 607 and also that certain second mortgage of William Hax Looper and Carole C. Looper to Southern Bank and Trust Company recorded in the R. M. C. Office of the Greenville County Courthouse in Mortgage Book 1185 at Page 607.

This is the same property conveyed to the Mortgagor by deed from William Roger McGuire and Anna K. McGuire dated April 5, 1971 and recorded in the R. M. C. Office for Greenville County on April 6, 1971, in Deed Book 912, at Page 234.

The address of the Mortgagee is P. O. Box 544, Travelers Rest, S. C. 29690.

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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 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 Mortgagoe, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises heireinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, country 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.

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