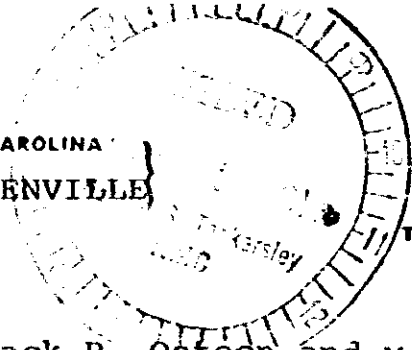


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*1501 W. Main St
Fountain Inn SC
29647*

BOOK 1554 PAGE 290

WHEREAS, Jack R. Osteen and Martha A. Osteen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Adeline G. Garrison and Jean G. Howard

(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 Forty Thousand and no/100ths Dollars \$ 40,000.00 due and payable

as set forth by note of mortgagors of even date

with interest thereon from date at the rate of 7 per note per centum per annum, to be paid per 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:

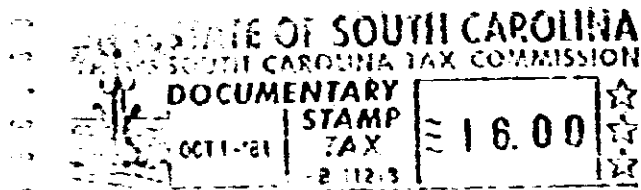
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being known and designated as containing 3.32 acres, as shown on a plat of property prepared by J. L. Montgomery, III, RLS, on May 11, 1981 for Jack R. Osteen and Martha A. Osteen; said plat being recorded in the RMC Office for Greenville County in Plat Book 8-7 at Page 69, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in or near the center of West Georgia Road, joint front corner with property now or formerly of Garrison and running thence along said Road, S. 81-56 E., 334.32 feet to a nail and cap, joint front corner with property now or formerly of Garrison; thence turning and running with the common line of Garrison, S. 25-52 W., 633.78 feet (crossing over an iron pin 26.09 feet from West Georgia Road); thence turning and running S. 79-30 W., 142.43 feet to an iron pin, joint rear corner with property now or formerly of Garrison; thence turning and running with the common line of Garrison, N. 7-35 E., 648.8 feet to a nail and cap (crossing over an iron pin 25 feet from nail and cap) in or near the center of West Georgia Road, the point of beginning.

THIS is the same property conveyed to the Mortgagors by deed of Adeline G. Garrison and Jean G. Howard, of even date, to be recorded herewith.

GCTO ----- NO 281 014



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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.

4.00CD

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