COUNTY OF CORPONETT LADOR FILED

MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLEREFNY TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

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PALMETTOWREAL ESTATE TRUST

(hereinafter referred to as Mortgagor) is well and truly Indebted un to SOUTHERN BANK & TRUST COMPANY, Fountain Inn Branch

(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 __One Hundred Twenty Thousand and no/100------Dollars \$120,000.00 due and payable

Interest monthly and principal ON DEMAND

plus 1/2

with interest thereon from date at the rate of prime/per centum per annum, to be paid monthly

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 texes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesoid dabt, 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 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 Mortgagoe, 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, lying on the Northern side of Wade Hampton Boulevard, and being a portion of Tract No. 2 as shown on a plat prepared for R. M. Caine, et. al., recorded in Plat Book XX, at page 39, and being described as follows:

BEGINNING at an iron pin on the Northern side of Wade Hampton Boulevard 160 feet from the intersection of Beverly Lane and Wade Hampton Boulevard, and running thence N. 37-34 W. 160 feet to an iron pin; thence S. 52-26 W. 168 feet, more or less, to an iron pin at University Park Motel Property; thence along the University Park Motel Property, S. 28-37 N. 24 feet, more or less, to an iron pin; thence S. 4-11 W. 31.8 feet to an iron pin; thence S. 22-10 W. 29.7 feet to an iron pin; thence N. 52-26 E. 125 feet to an iron pin; thence S. 37-34 E. 98.7 feet to an iron pin on Wade Hampton Boulevard; thence along Wade Hampton Boulevard N. 52-26 E. 91 feet to an iron pin, being the point of beginning.

This being the same property as conveyed originally to Palmetto Pulp & Paper Corporation and subsequently said company became Palmetto Real Estate Trust. The Deed was from R. M. Caine et. al. dated November 17, 1966 and recorded in Deed Book 810, Page 225.

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Together with all and singular rights, members, herditaments, and oppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 tiens 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 whomspever fawfully claiming the same or any part thereof.

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