Mortgagee's Address: 215 Belvue Road, Greenville, SC 29609

MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville,

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

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(hereinafter referred to as Mortgagor) is well and truly indebted unto

Talbert E. Clayton

(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 Three Thousand Three Hundred Seventy-Five and No/100ths----

Dollars (\$ 3,375.00) due and payable

in accordance with the terms of said Promissory Note the maturity of which, unless sooner paid, is January 15, 1985

with interest thereon from January 15, 1985at the rate of ten (10%) per centum per annum, to be paid: in accordance with 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's heirs, successors and assigns:

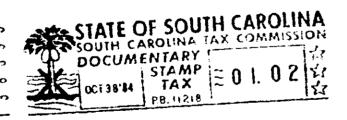
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All that certain piece, parcel or tract of land containing a total area of 4.0 acres more or less situate, lying and being in the County of Greenville, State of South Carolina on the western side of S.C. Highway No. 253 approximately one-half mile north of the intersection of said highway with S.C. Highway 290; said property being bounded now or formerly as follows: On the North by lands of Dill and Wells, East by S.C. Highway 253, South and West by lands of Talbert E. Clayton; being shown and designated on a plat of survey by Robert H. Johnson dated October 1984 and having according to said survey the following metes and bounds, ot-wit:

BEGINNING at a concrete monument on the western side of S.C. Highway No. 253 in the line of property now or formerly of Wells and running thence along the western edge of the right of way of S.C. Highway 253, S. 06-41-50 E. 90.6 feet, S. 11-45-10 W. 134.72 feet, and S. 11-05-25 W. 40.00 feet to an iron pin; thence leaving the right of way of S.C. Highway 253 and running S. 88-12-45 W. 438.80 feet to an iron pin; thence N. 01-47-15 W. 483.48 feet to an iron pin in the line of property now or formerly of Dill; thence with the line of said property and property now or formerly of Wells, S. 66-24-00 E. 521.95 feet to a concrete monument on the western side of S.C. Highway 253, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Talbert E. Clayton of even date and to be recorded herewith in the RMC Office for Greenville County.

The plat hereinabove referred to is recorded in the RMC Office for Greenville County in Plat Book 10-z, Page 30.



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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.