MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

6 S. C. MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

We, THOMAS E. BROOME, SR. & GENEVA E. BROOME,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRED M. THOMPSON & J. P. THOMPSON, JR.

(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 FORTY-FIVE THOUSAND AND NO/100------

\$1,494.66 monthly with \$500.00 of first payment to be paid at closing and balance of \$994.66 to be paid July 1, 1982, and payments of \$1,494.66 each month thereafter for 3 years, payments applied first to interest, balance to principal, and mortgagors shall have 10 days from the first of each month to pay the said payments without being in default with interest thereon from date at the rate of 12% 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 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, on Alice Street, near the City of Greenville, and known and designated as Lots Nos. 3 and 4, Section 1, of a subdivision known as Woodville Heights, plat of which is recorded in the RMC Office for Greenville County in Plat Book K, at page 274, and having such metes and bounds as shown thereon.

ALSO: ALL those five (5) lots of land in the County of Greenville, State of South Carolina, on Alley Street and Pine Street known and designated as Lots Nos. 1, 2, 3, 4 and 5 on plat of property of J. P. Thompson made by Dalton and Neves, August, 1964, recorded in the RMC Office for Greenville County in Plat Book ____, page ____, and being also known as Lots 1, 1A, 1B and 2B of Section H of Woodville Heights as shown by plat recorded in the RMC Office for Greenville County in Plat Book L, pages 14 & 15.

These being the same properties conveyed to the Mortgagors herein by deed of the Mortgagees herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

There is located on the above described property FIFTEEN MOBILE HOMES (or TRAILERS) which attach to the above property and become a part

of the realty hereby mortgaged.

MORTGAGEE ADDRESS:

P.O. Box 8039 G'ville, SC 29604

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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 Mortgagee, 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, 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.

GREENVILLE OFFICE SUPPLY CO. INC.

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