STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

WONTE STANKER CREY TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

We, MAX D. THOMPSON and JOYCE H. THOMPSON,

thereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST COMPANY

(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

Per terms of note of even date herewith.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, 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, City of Greenville, and being on the southeastern side of Old Anderson Road, and known and designated as Lot No. 3 of a subdivision known as J. R. Stephens, plat of which is recorded in the R.M.C.Office for Greenville County in Plat Book L, at Page 73, said lot having such metes and bounds as shown thereon.

This being the same property conveyed to the mortgagors by deed of Walter D. Rackley, in Deed book 877, page 479, on October 15, 1969.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 4 of the property of J. R. Stevens shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book L, at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of a private road leading to Anderson Road and at the joint front corner of Lots 4 and 5 and running thence along the line of Lot 5, N. 51 E. 356-feet to an iron pin in the line of property now or formerly belonging to C. G. Gunter, Inc.; thence along Gunter line N. 53 1/8 W. 80-feet to an iron pin at the joint corner of Lots 1 and 4; thence along the rear line of Lots 1, 2, and 3, S. 51 W. 311.5-feet to an iron pin on the eastern side of theprivate road above referred to; thence along said private road S. 22 3/4 E. 80-feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of W. E. Shaw, Inc., recorded in Deed book 829, page 555, on September 21, 1967.

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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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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n 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 Hand 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.