STATE OF SOUTH CAROLINA GR

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Larry F. Smith; James O. Higdon and John Whitner, Trustees for South East Congregation of Jehovah's Witnesses of Greenville, S. C. (bereinafter referred to as Mortgagor) is well and truly indebted unto

Watch Tower Bible and Tract Society of Pennsylvinia, a nonprofit Corporation (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

with interest thereon from date

at the rate of 68

per centum per annum, to be paid: Monthly

WHEREAS, the Mortgagor may bereafter 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as 2.47 acres, Holcomber Road, and having according to plat prepared by C. O. Riddle, dated February, 1982, entitled "Southeast Greenville Congregation of Jehovah Witnesses," recorded in Plat Book 9K at Page 27, such metes and bounds as appear thereon.

THIS is a portion of the property conveyed to the Mortgagor herein by deed of South East Congregation of Jehovah's Witnesses of Greenville, S. C. dated November 1, 1982 and recorded on December 3, 1982 in Deed Book 1178 P. 377.

MORTGAGOR agrees to obtain, and deliver to Mortgagee, written and unconditional waivers of mechanic's liens upon the real property mortgaged hereunder, for all work, labor and services to be preformed and materials to be furnished to Mortgagor in connection with any consubcontractors, material men and laborers to become involved in any such work. Not withstanding the foregoing, if any mechanic's lien is filed against the premises mortgaged hereunder, or the building located thereon, for work claimed to have been done for, or materials claimed to have been furnished to Mortgagor, it shall be discharged by Mortgagor within five (5) days thereafter, at Mortgagor's expense, by filing the bond required by law. In the event that any such lien is not so discharged as herein specified, it shall be a default hereunder and Mortgagee shall be entitled to all the rights and remedies herein provided in the event of a default hereunder, including but not limited to the right to commence foreclosure proceedings forthwith.

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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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mo:tgagor 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.

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