MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. P. RANDALL BENTLEY, L. BERRY WOODS, JR. and T. R. THOMPSON

(hereinafter referred to as Mortgagor) is well and truly Indebted un to SOUTHERN BANK AND TRUST COMPANY

(hareinafter 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

TWENTY FIVE THOUSAND AND 00/100 ----- Dollars (\$25,000.00--) due and payable

as per note executed this date or any future modifications, extensions or renewals thereof.

with interest thereon from date at the rate of per note per centum per annum, to be paid per 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:

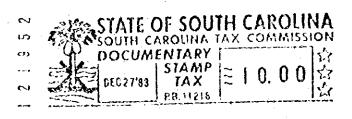
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration 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, self and release unto the Mortgagoe, its successors and es-

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown on a plat prepared for P. R. Bentley, et al, prepared by J. L. Montgomery, III, R.L.S., dated March 10, 1982 and recorded in the RMC Office for Greenville County in Plat Book 8-Y, page 52, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin, in or near W. Georgia Road, and running thence S. 19-21 E., 100.0 feet to an iron pin; thence S. 31-59 E., 100.0 feet to an iron pin; thence S. 40-19 E., 77.9 feet to an iron pin; thence turning and running N. 88-53 E., 145.23 feet to an iron pin; thence N. 1-05 W., 60.49 feet to an iron pin; thence turning and running S. 89-17 W., 100.05 feet to an iron pin; thence turning and running N. 00-15 E., 175.00 feet to a point in concrete in or near W. Georgia Road; thence turning and running with W. Georgia Road, S. 89-00 W., 137.4 feet to an iron pin; thence N. 00-59 W., 4.5 feet to an iron pin; thence S. 89-01 W., 43.8 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the Grantors by deed of Milford D. Kelly, as recorded in the RMC Office for Greenville County in Deed Book 1164, page 100, recorded on March 17, 1982.

This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat(s) or on the premises. Reference is hereby specifically made to an Easement Agreement recorded in Deed Book 1072, page 919, regarding an easement for installation and maintenance for a sign, electric lines and sewer lines.



Together with all and singular rights, members, herditaments, and appurtegances 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 saized 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 whomspever fawfully claiming the same or any part thereof.

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