STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

vac 1647 am 951 MORTCAGE OF REAL ESTATE 11 Pi. 10 TO ALL WHOM THESE PRESENTS MAY CONCERN.

William T. Thompson and Irene J. Thompson (a/k/a Janette S. Thompson)

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

(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 Eight Hundred Fifty Thousand and No/100------

_______) due and payable (\$ 850,000.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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, 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 GREENVILLE.

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in O'Neal Township, being known and designated as all of Tract No. 5 on a plat of Property of L. E. Thompson, prepared by Terry T. Dill, RS, dated December 7, 1967, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a pin on the west side of S. C. Highway No. 290 and running thence S.82-00 W. 1,525.5 feet to pin; thence N.15-00 W. 435 feet to another pin, corner of Tract No. 4; thence with the common line of Tracts Nos. 4 and 5, N.85-20 E. 1,602 feet to another pin on west side of said State Highway; thence with the west side of said Highway, S.04-52 E. 340 feet to the point of beginning, and containing 13.92 acres, more or less.

THIS is the same property as that conveyed to William Thomas Thompson by deed of L. E. Thompson recorded in the RMC Office for Greenville County in Deed Book 902 at Page 412 on November 11, 1970.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in O'Neal Township, being shown on plat prepared for L. E. Thompson, by Terry T. Dill, RS, dated April 10, 1967, containing 20.37 acres, more or less, and being recorded in the RMC Office for Greenville County in Deed Book 893 at Page 540, and being more particularly described as follows:

BEGINNING at an iron pin on north bank of Lyn Road Highway S.262 and running thence 409 feet to an iron pin on R. R. Tucker line; thence N.81-50 E. 1295 feet to iron pin on line of Lawrence E. Thompson; thence along the line of Thompson property, N.15-00 W. 575 feet to iron pin on land of Lawrence E. Thompson; thence N.64-30 W. 366.5 feet to iron pin; thence N.29-30 W. 319 feet to line of Troy J. Bridwell; thence S.42-00 W. 1028 feet to the point of beginning.

THIS is the same property as that conveyed to William T. Thompson by deed of Nell A. Adams recorded in the RMC Office for Greenville County in Deed Book 1132 at Page 815 on September 8, 1980. William T. Thompson conveyed one-half interest to Janette S. Thompson by deed recorded in said RMC Office in Deed Book 1135 at Page 185 on October 9, 1980.

- CONTINUED ON ATTACHED SHEET -

*The term "Promissory Note" includes the Guaranty Agreements executed by the Mortgagors

dated February 13, 1984.

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 accept as provided herein. The Mortgagor further covenants to warrant and sprever-defend the had standard the laid premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

A CONTRACTOR

THE RESERVE OF THE PROPERTY OF