LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, John M. Hightower, Jr. and Carol A. Hightower

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and 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 Seven Thousand Two Hundred Fourteen and 48/100------

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:

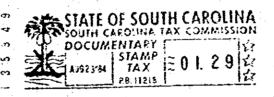
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration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

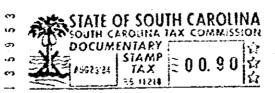
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 3.00 acres according to a plat of the property of Robert C. and Dorothy L. Joines made by Terry T. Dill on October 19, 1976, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Robertson Road at the joint front corner of other property formerly of Winston Cox and running thence along joint line of said property S.07-45 W. 724 feet to an iron pin; running thence N.86-13 W. 180 feet to an iron pin; running thence N.07-45 E. 726 feet to an iron pin in the center of Robertson Road; running thence with the center of said Road, S.85-26 E. 180 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed of Robert C. Joines and Dorothy L. Joines, dated August 16, 1984, and recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.





Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, 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 except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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