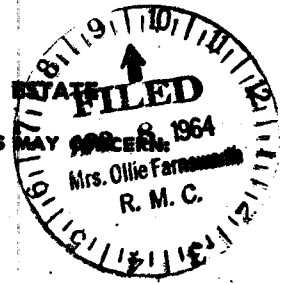


STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS



BOOK 954 PAGE 489

WHEREAS, I, John M. Thompson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Farmers Bank of Simpsonville

(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 Hundred Sixty Five and 30/100 -- Dollars (\$ 765.30) due and payable

\$50.00 per month beginning April 21, 1964

with interest thereon from date at the rate of 6 per centum per annum, to be paid: in advance

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, 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, Austin Township, containing 37 1/2 acres, more or less, according to plat of property of George L. Langley as shown by plat thereof recorded in Plat Book Q, at page 191, and being all of the property southwest of the dirt road, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a dirt road and running thence along property of Templeton S. 49-17 W. 943 feet, more or less, to an iron pin; thence along a branch S. 38 E. 105 feet; thence S. 71-15 E. 245 feet to a spring; thence continuing with the branch S. 87 E. 238 feet to an iron pin; thence S. 27-15 E. 234 feet to iron pin; thence S. 55-16 W. 195.7 feet to a stone; thence with the League property S. 40-30 E. 810.2 feet to an iron pin; thence S. 40 E. 62.5 feet to an iron pin; thence with property of Templeton N. 55-05 E. 1374 feet to an iron pin on center of dirt road; thence with center of said dirt road to beginning corner and being the same property conveyed to the Mortgagor herein by deed recorded in Deed Volume 359 at Page 481, which deed conveyed 54.5 acres, less 17 acres conveyed to B. B. Verdin in Deed Volume 453 at Page 234.

This instrument is given as Junior to a mortgage given the Farmers Bank of Simpsonville in the sum of \$1600.00 and recorded in Vol. 921 at page 556 in the Greenville County R. M. C. Office.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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.

John M. Thompson
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SATISFIED AND CANCELLED OF RECORD
DAY OF _____ 1964
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT _____ O'CLOCK P.M. NO. _____