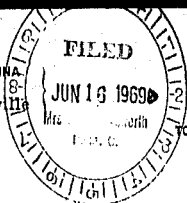


STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, William: Walter Payne

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company  
Piedmont, S. C.

(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

one thousand one hundred twenty - five and no/100--- Dollars (\$ 1,125.00 ) due and payable  
in 18 monthly installments of \$62.50 each, the first of said installments being due  
and payable on July 15, 1969, and a like sum on the corresponding day of each  
and every calendar month thereafter until the whole of said debt is paid in full.

with interest thereon from date at the rate of 7 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 as-  
signs:

"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, in Grove Township, containing one and fifty - four hundredths ( 1.54 )  
acres more or less. Having the following courses and distances, to wit :

BEGINNING at an iron pin in center of Old Pelzer Road, and running thence  
along center of said road, South 25:33 West 250.9 feet , new corner ; thence  
North 83:25 West, 277 feet to an iron pin , new corner ; thence North 3:50 East,  
164.25 feet ; thence 85:30 East, 374 feet to the beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or ap-  
pertaining, 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.