BOOK 1151 PAGE 3

STATE OF SOUTH CAROLINA

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MORTGAGE OF REAL ESTATE

LLIE FARNSWORTH ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lewis Plaza Trust,

(hereinafter referred to as Mortgagor) is well and truly indebted un to 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

Righty-thinge Thousand & No/100-------Dollars (\$ 83,000.00) due and payable

payable one (1) year from date with free anticipation privileges hereby granted

with interest thereon from date at the rate of 2-1/2% per contum per annum, to be paid: Quarterly

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 Morfgagor, in consideration of the aforesaid cebt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and liso in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does the bargain, sell and release white the Mortgagor, 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, City of Greenville, on the south side of South Plaza in the subdivision known as Lewis Plaza and having the following metes and bounds, courses and distances, according to a survey and plat made by Dalton & Neves dated May, 1950, and of record in the R. M. C. Office for Greenville County in Plat Brook KK, at Page 23.

BEGINNING at a point on the northeast side of First Street on line of property of M. T. Edwards (said point being South 66-15 East 30 feet from the joint front corner of property of M. T. Edwards and Plaza Theater, Inc.) and running thence along the southeast line of property of M.T. Edwards, North 23-45 East 130 feet to a point on the sidewalk adjoining South Plaza; thence turning and running said sidewalk, South 66-15 East 77.5 feet to a point on the northeast side of First Street, North 66-15 West 77.5 feet to the point of beginning.

Together with all and singular rights, members, herditaments, and apportenances 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 pertaining, 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 titted 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 past 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 lights and encumbrances and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all lights and encumbrances and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all lights and encumbrances and to premise the same of any part thereof.

Mortgagee forever, from and against the Mortgagor and all persons when is sever lawfully claiming the same of any part thereof.