LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA 600x1583 FASE 191

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C. 3 40 AH '82

MORTCAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN.

BONNIE S. TANKERSLEY R.M.C

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WHEREAS.

Albert R. Bates and Billy D. Bates

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

Southern Bank and Trust Company

(hereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even data herewith, the terms of which are

Forty Five Thousand

Dollars (\$ 45,000.00

who that derivate brades of tot or rand with art improvements thereon, of hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Glassy Mountain Township on South Carolina Highway 11, containing 44.38 acres inclusive of road right of way, and being more fully shown and delineated on a plat of Property of Albert R. Bates and Billy D. Bates, by T. Craig Keith, RLS and recorded in perty of Albert R. Bates and Billy D. Bates, by T. Craig Keith, RLS and recorded in the Greenville County RMC Office, in Plat Book The at Page Z references being craved to said plat for a more particular metes and bounds description thereof.

THE above described properties are portions of that same property conveyed to the Mortgagors herein by deed from Jack M. Bates recorded in the RMC Office for Greenville County in Deed Book 968 at Page 91 on February 22, 1973 and deed from W. H. Bates recorded in the RMC Office for Greenville County in Deed Book 893 at Page 1 on June 26, 1970.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. Paid in Full and satisfied on J. Bavid Nelson, Jr. Southern Bank & Trust 81 A0N

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any taining, and all of the rents, issues, and profits which may arise or be had therefron, and including all heating, plantures now or hereafter attached, connected, or littled thereto in any manner; it being the intention of the parties and equipment, other than the usual bousehold 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 antime, forever, The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all bens and encumbrances except a provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.