ald & Mann, Attorneys at Law, Greenville, SPOOK 1059 PAGE 67 MORTGAGE OF REAL ESTATE-Offices 4 09 PH 1987 ORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN: OLLIE FARMSWORTH M. M.E. James F. Burgess, as Trustee for the former stockholders of Balentine

WHEREAS, Realty Company under Agreement dated September 10, 1962,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank, Greenville, 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 Nine Thousand, One Hundred and No/100-----Dollars (\$ 9,100.00 ) due and payable

One (1) year from date

with interest thereon from

date

at the rate of 63

per centum per annum, to be paid:

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, City of Greenville, on the western side of Falls Street, being shown as Lot No. 18, Block 5 at page 59 of the City Block Book and being more particularly described as follows, to-wit:

BEGINNING at a stake on the western side of Falls Street at corner of property formerly owned by J. E. Sirrine and running thence N. 71 W. 120 feet to stake; thence S. 19 W. 68 feet to pin; thence S. 70 E. 120 feet to pin on Falls Street; thence with the western side of Falls Street 69.2 Feet to point of beginning.

This mortgage and the note which it secures is executed and delivered pursuant to authority granted by resolution of the stockholders of Balentine Realty Company (formerly Balentine Packing Company) in a special meeting held on September 3, 1962 and by authority of Trust Agreement between said stockholders and James F. Burgess dated September 10, 1962, recorded in the R. M. C. Office for Greenville County in Deed Book 736 at page 161.

We, the Advisory Committee of the stockholders of Balentine Realty Company (formerly Balentine Packing Company) do hereby consent to the foregoing note and mortgage.

Kenneth Cass

Being all of the members of the Advisory Committee

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 persons whomsoever lawfully claiming the same or any part thereof.

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