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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1360 PAGE 921

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Baety O. Gross, Jr., Trustee,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Palmetto Real Estate Trust,

(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 Thirty-five Thousand and No/100---------- ---------- Dollars ($ 35,000.00) due and payable

on demand, and interest payable on the outstanding principal balance at 2% per month, payable monthly.

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, being shown and designated as Lot #34 on a plat entitled "Kings Court", said plat being recorded in the RMC Office for Greenville County in Plat Book 4-X at page 78 and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Queen Street, said point being the joint front corner of Lot #34, and running thence along the joint property line of Lot #33, S. 14-31 W. 153 feet to a point; thence along an unnamed creek with the creek as a line, traverse line being N. 75-10 W. 103.4 feet to a point in the edge of Fountain Inn Drive; thence along the edge of Fountain Inn Drive, N. 15-22 E. 135.7 feet to a point in Fountain Inn Drive; thence N. 59-43 E. 21.4 feet to a point in the edge of Queen Street; thence along the edge of Queen Street, S. 75-55 E. 85.3 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land situated in the County of Greenville, State of South Carolina, and being shown and designated as Lot #12 on a plat entitled "Kings Court Subdivision", said plat being recorded in the RMC Office for Greenville County in Plat Book 4-X, at page 78, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Speedway Drive, said point being the joint front corner with Lot #11, and running thence along the edge of Speedway Drive, S. 57-50 E. 119.5 feet to a point in the edge of Speedway Drive; thence S. 13 E. 21.3 feet to a point in the edge of Queen Street; thence along the edge of Queen Street, S. 31-50 W. 90 feet to a point, said point being the joint corner with Lot #13; thence along the joint property line of Lot #13, N. 57-50 W. 134.5 feet to a point; thence along the joint property line of Lot #11, N. 31-50 E. 105 feet to the point of beginning.

These are the identical properties as conveyed to Mortgagor by deed from The South Carolina National Bank to be recorded in the RMC Office for Greenville County of even date herewith.

Together with all and singular rights, members, hereditaments, 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.

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