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COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, James M. Sudduth and Judy E. Sudduth

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Green, Green, S.C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of --Twenty Two Thousand Five Hundred and NO/100--

Dollars is 22,500.00 ) due and payable

in monthly installments of \$285.04 on terms as set forth in promissory note executed this date,

with interest thereon from date at the rate of -nine- per centum per annum, to be paid: as set forth in promissory note,

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also 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 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 Mortgagor, its successors and assigns:

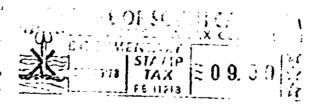
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Highland Township, containing 30 acres, more or less, as shown on survey and plat entitled "Survey for Nelson L. Stokes, Sr., and Mildred T. Stokes" prepared by Wolfe & Huskey, Inc., dated September 21, 1978, to be recorded, and having, according to said plat, the following courses and distances, towit:

BEGINNING at nail and cap in center of S. C. Highway 14 and joint front corner with 9.94 acre tract conveyed this date to Nelson L. Stokes, et-al, and runs thence with line of 9.94 acre tract, S. 60-34 E. 1120.4 feet to iron pin; thence N. 66-37 E. 985.9 feet to iron pin; thence S. 26-12 E. 646 feet to old iron pin; thence S. 66-54 W. 118 feet to iron pin; thence N. 48-49 W. 56.9 feet to old iron pin; thence S. 78-26 W. 1964.7 feet to nail and cap in center of S. C. Highway 14; thence with center of said highway, N. 09-35 W.660.9 feet to point; thence continuing with center of said highway, N. 02-15 W. 297.9 feet to point; thence N. 09-14 E. 195.3 feet to nail and cap, the poinr of beginning.

This conveyance is subject to all restrictions, easements, rights-of-way, road-ways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to mortgagors by deed of Thomas Hubert Stokes, et-al to be recorded herewith.

Mortgagee's Address: Bank of Greer, 601 N. Main Street, Greer, S.C. 29651



Together with all and singular rights, members, herditaments, 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 thereform, 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 encumbes the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further coveriants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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