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MORTGAGE

BOOK 1590 PAGE 502

THIS MORTGAGE is made this 28th day of December 19 82, between the Mortgagor, S. CLARENCE and LAURETTA WATSON (herein "Borrower"), and the Mortgagee, SOUTHERN DISCOUNT COMPANY, INC., a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is Mauldin Square Mauldin, South Carolina 29662 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTEEN THOUSAND, FIVE HUNDRED, FOUR & 61/100 (\$13,504.61) Dollars, which indebtedness is evidenced by Borrower's note dated December 28, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 28, 1992

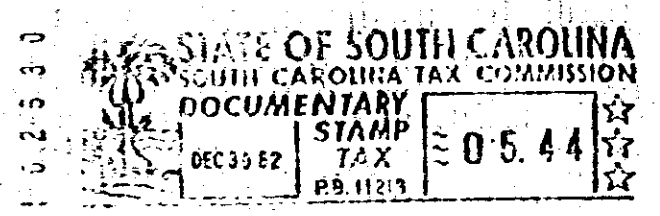
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE State of South Carolina:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 22 acres, more or less, and bounded by lands of U. A. Berry, F. E. Neves, and others, being the same tract of land conveyed to W. C. Childress, by Annie Childress, J. G. Childress, and D. E. Childress by deed dated August 19, 1919.

ALSO: ALL that other piece, parcel or tract of land situate, lying and being in the County and State aforesaid, containing 11 acres, more or less, adjoining lands of D. T. Bailey, F. E. Neves and others and being a tract of land conveyed to W. C. Childress by his father, Vandiver Childress.

The Mortgagor's interest herewith mortgaged, is that interest received upon the death of his late father, J. H. Watson, recorded in Apartment 1315, File 22 of the Probate Court, Greenville County, South Carolina; and upon the death of his late mother, Kate Stamey Watson, recorded in Apartment 1579, File 5 of the Probate Court, Greenville County, South Carolina.

This is also the same property conveyed to the mortgagor's father, J. H. Watson, by deed dated August 29, 1955 and recorded in the RMC Office for Greenville County in Deed Book 533, at Page 192.



which has the address of Route #1, Howard Road, Travelers Rest, S. C. (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.