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Mortgagees' Address: % Ted Snyder, Rt. 1, Bx. 77 Walhalla, SC 29691

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STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THREATT ENTERPRISES, INC. (hereinafter referred to

as Mortgagor) is well and truly indebted unto JAMES A. GAMBRELL, as Committee for BERTHA G. MITCHELL, and CLYDE H. GAMBRELL as Trustee for CLYDE H. GAMBRELL, JAMES A. GAMBRELL, GEORGE ERNEST GAMBRELL, JESSIE CLIFTON GAMBRELL, FRANCES G. CRIM, MABLE LEE GUNNELS, GRACE GAMBRELL, ANSEL GAMBRELL, PAUL GAMBRELL, DORIS GAMBRELL and MENDEL GAMBRELL (hereinafter referred to as Mortgagees) 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 TWENTY FOUR THOUSAND, SEVEN HUNDRED FIFTY and NO/100 DOLLARS (\$24,750.00) due and payable one year from date, with interest thereon at the rate of nine and one-half percent (9½%) per annum, to be paid at maturity.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagees 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 Mortgagees at any time for advances made to or for its account by the Mortgagees, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagees 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 Mortgagees, their successors and assigns:

ALL that piece, parcel and tract of land in Greenville County, South Carolina, containing 55.12 acres, more or less, and being shown as "property of G.W. Gambrell Est." on a plat thereof made by Robert R. Spearman, Registered Surveyor, dated February 3, 1975, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the edge of Dalton Road, and running thence S. 12-00 W. 745 feet to an iron pin; thence S. 03-34 W. 892 feet to an iron pin on the bank of a branch; thence down said branch, following the meanders thereof as the line, to the Saluda River, a straight line paralleling the said branch running N. 82-17 W. 1192 feet to an iron pin and a Sycamore tree on the bank of the Saluda River; thence up the Saluda River, the center thereof being the line, the following courses and distances:

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