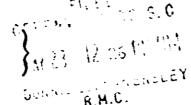
STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Alan L. Thompson and Vickie S. Thompson

(hereinaster referred to as Mortgagor) is well and truly indebted unto George A. Barton

(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

Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) due and payable Per terms of note of even date herewith

with interest thereon from date at the rate of 13.25 per centum per annum, to be paid: \$327.10 monthly, beginning July 1, 1984 and on the first day of each month thereafter until paid in full

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:

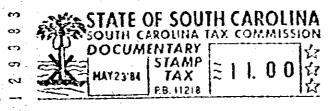
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 North side of McMakin Drive and being shown as all of Lot 91 and the Eastern one-half of Lot 90 on plat of Perry Property, prepared January 13, 1944, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "1", at page 32, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of McMakin Drive at the joint front corner of Lots 91 and 92, which point is 100 feet west of the intersection of McMakin Drive and King Street; thence with the line of Lot 92, N. 10-17 W. 150 feet; thence S. 79-28 W. 75 feet to an iron pin in the rear line of Lot 90; thence through Lot 90, S. 10-17 E. 150 feet to an iron pin in the front line of Lot 90 on the North side of McMakin Drive; thence along McMakin Drive N. 79-28 E. 75 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of the mortgagee herein, said deed bearing the same date as these presents, and being recorded in Deed Book 12/3 at page 190 in the RMC Office for Greenville County, State of South Carolina.

Mortgagee name and address: George A. Barton Route 1 Taylors, S. C. 29687



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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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