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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

(\$50,000.00

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greenville and Northern Railway Company

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of -FIFTY THOUSAND AND NO/100THS- - - -), with interest thereon at the rate offive-three-fourthsper cent per annum as

evidenced by the Mortgagor's XXX of even date herewith payable as therein stated, or as hereafter modified years after the date hereof, by mutual agreement, in writing, the final maturity of which is unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated berein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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. tract

"All that certain XXXXXXXXXXXXXX of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate in Paris Mountain Township, being shown on plat recorded in Plat Book X at page 80 and being more particularly described as follows:

BEGINNING at a pin in the center of Sulphur Springs Road on bridge across Reedy River and running thence with Sulphur Springs Road N. 87-10 E. 216 feet, more or less, to railway track of Greenville and Northern Railway Company; thence with the Greenville and Northern Railway track in a southeasterly direction 400 feet to pin; thence in a line parallel with Sulphur Springs Road S. 87-10 W. 200 feet, more or less, to pin on bank of Reedy River; thence with Reedy River as a line in a northwesterly direction 400 feet, more or less, to the point

of beginning. Said premises being bounded on the north by Sulphur Springs Road; on the east by Greenville and Northern Railway; on the south by other property of the mortgagor and on the west by Reedy River, and being a portion of the property conveyed to the mortgagor by deed recorded

in Deed Book 634 at page 234. THIS MORTGAGE and the loan agreement secured thereby are executed by the undersigned officers of Greenville and Northern Railway Company