

ALL that certain piece, parcel or tract of land in Butler Township, Greenville County, South Carolina, on the South side of Interstate Highway 85, containing 10.23 acres, more or less, and having the following metes and bounds, courses and distances, according to a plat of property of R. Wendell Phillips, et. al dated June 29, 1972, by Enwright & Associates, and revised August 30, 1972 by Tri-State Surveyors, recorded in the Office of the R.M.C. for Greenville County in Plat Book 4S, Page 29, to-wit:

BEGINNING at a point in the southern side of the right of way of Interstate Highway 85 at the water right line of Enoree River and running thence along the south side of said Interstate Highway 85 right of way, N. 66-14 E., 322 feet to a point, corner of property of Annie V. Phillips (life estate) and Roy Wendell Phillips, thence along the line of said Phillips property, S. 1-17 W. 266.5 feet to a point, corner of said Phillips property and other property of grantor being herein conveyed to grantees, thence along other property of grantor, S. 1-17 W. 742 feet to a point; thence still along other property of grantor, S. 77-17 W., 569.5 feet to an iron pin in the water right line of Enoree River, thence along the water right line of Enoree River, the following courses and distances: N. 4-56 E. 384 feet to an iron pin; thence N. 21-56 E. 669.7 feet to the beginning corner. —205-530.5-1-13

Together with all the right, title and interest of the grantor in and to the land lying between the above described tract and Enoree River.

The consideration for this deed is assumption by Grantee of mortgage in the original principal amount of \$225,573.34 given by Grantor to Antho F. Phillips, dated Sept. 1, 1972, and recorded Sept. 6, 1972 in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1248, at Page 65, and having a present principal balance of \$166,211.94, and assumption by Grantee of mortgage in the original principal amount of \$750,000 given by Grantor to First Piedmont Mortgage Company, Inc. dated Oct. 31, 1972, and recorded Nov. 1, 1972 in the R.M.C. Office for Greenville County, S.C., in Mortgage Book 1255, at Page 353, and having a present principal balance of \$670,317.47. Grantee agrees to assume and pay one-half (1/2) of the outstanding balance of each of such mortgages.

It is the intention of Grantor and Grantee that the conveyance of this property subject to the foregoing mortgage given by Grantor to Grantee, and which is now being assumed by Grantee, as set forth above, shall not constitute or cause a merger of Grantee's interests as owner and mortgagee with respect to the premises, but that the lien of said mortgage shall continue to be valid and binding until satisfied of record. This deed is an absolute conveyance of title in effect as well as in form and is not intended as a mortgage, trust conveyance, or security of any kind.

This is the same property conveyed to Grantor by Antho F. Phillips, by deed dated Sept. 1, 1972 and recorded Sept. 6, 1972, in the R.M.C. Office for Greenville County, S.C. in Deed Book 954 at Page 294.