

FILED
GREENVILLE CO. S. C.

BOOK 1117 PAGE 137

The State of South Carolina,
COUNTY OF Greenville

FEB 13 9 34 AM 1989

CLLIE F. B. WORTH
R. M. C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, it, the said Ballard Concrete Co., Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to L. H. Tankersley and P. D. Tankersley d/b/a Tankersley Dirt Moving Company

hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand One Hundred Twelve and 76/100----- DOLLARS (\$ 12,112.76), to be paid payable two (2) years from date.

, with interest thereon from date

at the rate of six (6%) annually percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That it, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said L. H. Tankersley and P. D. Tankersley d/b/a Tankersley Dirt Moving Company, Their Heirs and Assigns, Forever:

ALL that parcel or tract of land with the buildings and improvements thereon situate on the northeast side of Easley Bridge Road, about 4½ miles southwest of the City of Greenville, in Greenville County, South Carolina, being more particularly shown on a plat of property made by J. M. Prevatte, Surveyor for Frank Robinson, dated April 23, 1966, recorded in the RMC Office for Greenville County, S. C., in Plat Book MMM, Page 103, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Easley Bridge Road at corner of property now or formerly of Sims and running thence N. 33-00 E. 198 feet to an iron pin; thence S. 70-28 E. 24 feet to an iron pin; thence N. 33-02 E. 136 feet to an iron pin; thence N. 74-49 E. 185.5 feet to a point in a gully; thence N. 12-45 W. 249.7 feet to an iron pin; thence N. 10-02 E. 309.6 feet to an iron pin; thence S. 62-20 W. 100.2 feet to an iron pin; thence S. 75-14 W. 174.7 feet to an iron pin; thence S. 81-43 W. 110.1 feet to an iron pin; thence S. 62-53 W. 138.3 feet to an iron pin; thence S. 16-21 W. 513.6 feet to an iron pin in center of Easley Bridge Road; thence along the center of said road S. 64-39 E 90.4 feet to a point;