

WHEREAS, LINDSEY BUILDERS, INC., a South Carolina corporation (hereinafter referred to as Mortgagee) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Seventy Thousand and No/100** Dollars (\$ 70,000.00 ) due and payable one (1) year after date,

In accordance with the terms of a note of even date herewith, with interest thereon from date ~~to be determined by the parties hereto~~

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 those certain pieces, parcels or tracts of land, situate, lying and being on the Southeastern side of the New Dunham Bridge Road, on the Northern and Southerly side of Old Dunham Bridge Road, and on the Eastern and Western sides of Hollywood Drive, in Greenville County, South Carolina, containing 34.83 acres, more or less, being shown and designated on a Plat of the Property of the Estate of Nancy Cureton, made by Dalton & Neves, Engineers, dated July, 1962, and recorded in the RMC Office for Greenville County, S. C., in Plat Book TTT, page 19, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeastern side of the New Dunham Bridge Road at the corner of Parcel B as shown on said plat (said iron pin being located N. 37-06 E., 310 feet from an iron pin at the Northeastern corner of the intersection of Hollywood Drive with New Dunham Bridge Road), and running thence along the Southeastern side of New Dunham Bridge Road, N. 34-31 E., 784.7 feet to an iron pin; thence S. 49-25 E., 960 feet to an iron pin; thence S. 34-10 W., 858 feet to an iron pin; thence S. 39-02 W., and crossing Hollywood Drive, 983.9 feet to an iron pin; thence N. 37-52 W., and crossing Old Dunham Bridge Road, 897.6 feet to an iron pin; thence N. 32-47 E., and crossing Old Dunham Bridge Road and Hollywood Drive, 574 feet to an iron pin at the Northeastern corner of the intersection of Hollywood Drive with New Dunham Bridge Road; thence along the line of property owned by Looper and Tract A, S. 32-30 E., 219 feet to an iron pin; thence along the lines of Tracts A and B, N. 37-06 E., 310 feet to an iron pin; thence continuing with the line of Tract B, N. 32-30 W., 219 feet to an iron pin, the beginning corner, and being the same property conveyed to the Mortgagee by deed of Henry C. Harding Builders, Inc., recorded in the RMC Office for Greenville County, S. C., in Deed Book 853, page 430.

EXCLUDING HOWEVER, Lots Nos. 1, 2, 58, through 71, inclusive, 78, 79, 88, 21, 22, 44, 45, and 46, which are all lots shown on a Plat of VARDRY-VALE, Section 1, made by Campbell & Clarkson, Surveyors, Inc., dated November 15, 1968, and recorded in the RMC Office for said County and State in Plat Book WWW, page 40, reference to which is hereby craved for the metes and bounds thereof.

The Mortgagee reserves the right to have released from time to time upon request in due form of law from the lien of this mortgage any lot subdivided in the above described property and shown on a subdivision plat thereof upon payment to the Mortgagee of the total sum of \$1500.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 promises unto the Mortgagee, its heirs, successors and assigns, forever.  
 The Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

*For Release as to Lot 72, see R. E. M. Book 1125 Page 584  
 For Release from this mortgage, see R. E. M. Book 1126 Page 316, as to Lot 74*

*For Release as to Lots 43, 47 & 48, see R. E. M. Book 1125 Page 585.  
 For Release as to Lots 3 & 4, see R. E. M. Book 1129 Page 332*

*For release of all public roads + streets see Dedication Plat 1 page 23.  
 For Release as to lot 76 see R.E.M. Book 1128 page 305  
 For Release as to lot 23 see R.E.M. Book 1127 page 379  
 For Release as to lot 75 see R.E.M. Book 1128 page 636  
 For Release as to lot 80 and 81, see R.E.M. Book 1128 page 304  
 For Release Lot 77, Sec. 2, Vardry-Vale, see R.E.M. Book 1131 page 557*