

GREENVILLE CO. S. C.

BOOK 1174 PAGE 327

HORTON, DRAWDY, DILLON, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLE BARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, F. Towers Rice

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank and Trust Company

(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 Sixty Thousand Dollars (\$60,000.00)

-----Dollars (\$ 60,000.00) due and payable according to the terms of that certain note endorsed by F. Towers Rice to First Piedmont Bank and Trust Company of even date herewith.

This mortgage shall also be security for any future advances made by First Piedmont Bank and Trust Company to F. Towers Rice.

with interest thereon from date at the rate of 9-3/4% per centum per annum, to be paid:

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: First Piedmont Bank and Trust Company, Its Successors and Assigns, forever:

ALL that certain piece, parcel and tract of land, situate, lying and being in the County of Greenville, State of South Carolina containing 16.26 acres according to a plat by Alex A. Moss dated April 20, 1970 and recorded in the R.M.C. Office for Greenville County in Plat Book 4-D at Page 189 and being more particularly described as follows:

BEGINNING at a point at the intersection of P&N Drive and P&N Railroad lines running thence with P&N Drive, S. 76-00 W. 760.8 feet to a point; thence S. 15-06 E. 214.6 feet to an iron pin; thence running, S. 14-34 W. 335 feet to an iron pin; thence S. 88-36 E. 119.1 feet to an iron pin; thence S. 2-11 E. 368.4 feet to an iron pin located on the northern side of a 30 foot street; thence with said street, N. 88-58 E. 135.2 feet to an iron pin; thence S. 79-58 E. 139 feet to an iron pin; thence S. 71-25 E. 61.1 feet to an iron pin; thence S. 71-25 E. 301.1 feet to an iron pin; thence turning and running N. 2-06 W. 493.6 feet to an iron pin; thence S. 81-14 E. 48.3 feet to an iron pin located in the center line of the P&N railroad tract; thence following said railroad tract, N. 2-06 W. 678.8 feet to the point and place of beginning.

Together with all and singular rights, members, herditaments, 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 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.