BOOK 1202 PAGE 259

GREENVILLETCO. S. C. COUNTY OF Greenville 55 PH '7]

OLLIE FARNSWORTH R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BLAKE P. GARRETT, DAVID H. GARRETT, Wm. GOLDSMITH CO., & WILLIAM R. TIMMONS, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted un to

Vulcan Materials Company Southeast Division

(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 Twenty Two Thousand and No/100 Dollars

Dollars (\$ 22,000.00) due and payable

in two installments of \$11,000.00 each. Same being payable \$11,000.00 August 11, 1972 and \$11,000.00 August 11, 1973.

with interest thereon from date at the rate of 7 per centum per annum, to be paid: annually

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township containing 6.01 acres more or less lying on the Northeast side of Frontage Road, and being shown and designated as Tract # 4 on a survey prepared for Ballard-Rice Prestressed Concrete Corporation, dated June 3, 1963 by Piedmont Engineers and Architects, recorded in the R.M.C. office for Greenville County in Plat Book MMM, Page 91 and according to said plat, having the following courses and distances to wit:

BEGINNING at an iron pin in the center of Frontage Road, joint front corner with Tracts Nos. 3 and 4 as shown on said plat, and running thence with the common line of Tracts Nos. 3 and 4, N. 53-29 E. 437.0 feet to an iron pin; thence with the common line of Tracts Nos. 2 and 4, N. 54-30 E. 394.6 feet to an iron pin on the line of property now or formerly belonging to the Greer Estate; thence with the Greer line S. 26-16 E. 259.2 feet to an iron pin; thence S. 42-31 W. 830.5 feet to an iron pin in the center of the Frontage Road; thence with the center of said Road, N. 32-32 W. 421.05 feet to an iron pin, the point of beginning.

The within tract of land is further shown on the Greenville County Block Book system as No. 292-1-14.3 and is the same piece of property just conveyed to the mortgagors by Vulcan Materials Company, Southeast Division. This is a purchase money mortgage.

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 thereform, 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 fec 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 tawfully claiming the same or any part thereof.