

JUL 10 10 33 AM '72

BOOK 1240 PAGE 229

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ELIZABETH RIDDLE
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, OAK, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST,

(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
Three Hundred Fifty Thousand and No/100----- Dollars (\$ 350,000.) due and payable according to terms of note.

with interest thereon from date at the rate of _____ 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:

"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, containing one hundred acres, more or less, being shown on plat of property of E. Griffin Estate, dated August, 1930, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on a branch and running thence N. 84-00 W. 1,105.5 feet to an iron pin; thence S. 39-45 W. 1,762.2 feet to a stone; thence S. 35-15 E. 1,026.3 feet to a stone; thence N. 88-30 E. 462 feet to an iron pin; thence N. 73-30 E. 2,046 feet to a stake on branch; thence up the branch as the line to the point of beginning.

This is the same tract of land conveyed to the mortgagor herein by deed recorded in the RMC Office for Greenville County, South Carolina, in deed book 927, at page 525.

This mortgage covers the same property referred to in that mortgage recorded on June 30, 1972 between the same parties and referred to as 160 lots.

This property is being subdivided presently and this mortgage, of course, is subject to streets already cut which will be conveyed to Greenville County easements, sewer, and water lines and subject further to utility easements, drainage easements, restrictions, and setback lines shown on the plat to be recorded for the subdivision.

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 if 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.