

C. Douglas Wilson & Co.

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GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OCT 24 11 32 AM '72

ELIZABETH RIDDLE
R.M.C.

**CONSTRUCTION LOAN
MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard D. Wooten, Ward S. Stone and James D. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. Douglas Wilson & Co. (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

Eighty-Six Thousand and No/100 -- Dollars (\$ 86,000.00) due and payable with interest thereon at the same rate as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the terms of said note and any agreement modifying it are incorporated herein by reference; and an additional sum in a like amount if advanced pursuant to the covenants herein, the note secured hereby or the construction loan agreement between mortgagor and mortgagee, the total of said sums being the maximum principal amount of this mortgage.

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

All that certain piece, parcel or tract of land, containing approximately 18.9 acres, situate, lying and being on the northwestern side of Eunice Drive, on the northeastern side of Berea Drive and on the southern side of Wardview Drive, near the City of Greenville, in Greenville County, South Carolina, and having the following metes and bounds, according to a Plat entitled "Property of Stratford Company", by Campbell and Clarkson, Surveyors, Inc., dated June 14, 1971:

BEGINNING at an iron pin on the northeastern side of Berea Drive at the joint front corner of property now or formerly owned by Huff and running thence with the line of said Huff property, N. 15-03 W. 944.4 feet to an iron pin at the corner of property now or formerly owned by Jones; thence with the line of said Jones property, N. 19-38 W. 138.1 feet to an iron pin on the southern side of Wardview Drive; thence with Wardview Drive, N. 48-48 E. 529.5 feet to an iron pin; thence leaving Wardview Drive and running S. 18-30 E. 788.2 feet to an iron pin at the corner of property owned by Stratford Villa Apartments Co.; thence with the line of said Stratford Villa Apartments Co., S. 87-05 E. 675 feet to an iron pin on Eunice Drive; thence with Eunice Drive, S. 5-37 W. 50 feet to a point; thence with the curve of the right-of-way of Eunice Drive, the chords along which curve are as follows; S. 10-39 W. 25 feet; thence S. 20-49 W. 25 feet; thence S. 31-09 W. 50 feet; thence S. 40-39 W. 50 feet; thence S. 47-26 W. 50 feet to a point; thence continuing along the northwestern side of Eunice Drive, S. 48-52 W. 639.7 feet to an iron pin at the corner of property now or formerly owned by Hendrix; thence with the line of said Hendrix property, N. 19-18 W. 300.8 feet to an iron pin; thence S. 39-57 W. 200.4 feet to an iron pin; thence S. 36-04 W. 166.7 feet to an iron pin on the northeastern side of Berea Drive; thence with the curve of Berea Drive, the chord of which is N. 75-23 W. 112.9 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.