

RECORD NO. 22  
COMPLETION  
HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603  
STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

BOOK 1272 PAGE 229

GREENVILLE, S. C.  
MORTGAGE OF REAL ESTATE  
(CORPORATION)  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
DONNIE S. TINKER  
R.H.C.

WHEREAS, **FMP COMMUNITY PARK, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto **SOUTHERN BANK AND TRUST COMPANY**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **Thirty-five Thousand and 00/100----- Dollars (\$35,000.00)** due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **8** per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or tract of land with buildings and improvements thereon, containing 3.11 acres, more or less, situate, lying and being on the Northwestern side of the cul-de-sac of Pilgrims Point Road in Butler Township, Greenville County, South Carolina, being shown as a portion of property on a plat of a survey for McCall-Threatt Enterprises, Inc., made by Piedmont Engineers & Architects dated September 9, 1968, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, page 161, and being shown on a more recent plat of a proposed extension of Pilgrims Point Road dated May 14, 1970, by Aaron M. Thompson, Registered Land Surveyor, recorded in the RMC Office for said County and State in Plat Book 4H, page 21, and reference to which is hereby craved for the metes and bounds thereof.

ALSO, all that piece, parcel or tract of land with buildings and improvements thereon, containing .93 acres, more or less, situate, lying and being on the Northeastern side of the cul-de-sac of Pilgrims Point Road in Butler Township, Greenville County, South Carolina, being shown on a plat entitled "Survey for Greenville Development Corporation" made by Piedmont Engineers & Architects, dated July 20, 1972 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4Y, page 10 and reference to which plat is hereby craved for the metes and bounds thereof.

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 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.