

REGULATION NO. 22
COMPLIED WITH

FILED
GREENVILLE, CO. S. C.

BOOK 1284 PAGE 197

HORTON, DRAWDY, DILLARD, MANCHING & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
DONNE S. TANKERSLEY
R.M.C.

**MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

WHEREAS, Land Fund, Ltd., 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 J. T. Bull

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Fifty Seven Thousand Two Hundred Seventy-Eight and 36/100..... Dollars (\$57,278.36) 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 7% 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 those pieces, parcels and tracts of land with all improvements thereon situate in or near the Community of Moonville in the County of Greenville, State of South Carolina, near the Donaldson Industrial Center, being composed of Tract One containing 18.36 acres located to the West of Lost Swamp Road and to the North of a creek, and Tract Two containing 28.35 acres lying to the West of Lost Swamp Road, and to the South and Southwest of said creek, with Tract Two being traversed by Harris Road, both tracts being shown and designated on plat of property of J. T. Bull made by Piedmont Engineers, Architects and Planners, Greenville, S. C., on June 6, 1973, revised June 27, 1973, recorded in the Greenville County R.M.C. Office in Plat Book 42, at Page 55; reference to said plat being herewith craved for a more particular description of said property. It being understood that Tract Three shown on said plat is retained by the mortgagee and is not covered by this mortgage.

The property covered by this mortgage is the same conveyed by deed of the mortgagee to the mortgagor of even date and to be recorded herewith.

The mortgagee does hereby agree that he will at the request of the mortgagor, release tracts of land from the within mortgage and the note which it secures for a consideration based upon \$1,775.00 per acre for each acre so released, and that all payments made for such releases shall be applied to the next ensuing installment due under the said mortgage and the said note which it secures.

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.

For Release 18.36 Acres See Deed Book 978 page 764 deed to Michelin Tire Corporation

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