

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

JUL 23 11 54 AM '73

MORTGAGE OF REAL ESTATE

BOOK 1285 PAGE 377

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, LAWRENCE E. MCNAIR and DONALD D. GREER

(hereinafter referred to as Mortgagor) is well and truly indebted unto **PIEDMONT DEVELOPERS, INC.**

(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 **ONE HUNDRED SEVENTY THOUSAND AND NO/100** -- Dollars \$ **170,000.00** due and payable

As per the terms of the Note executed of even date herewith.

with interest thereon from date at the rate of **Seven** per centum per annum, to be paid: **As per said Note.**

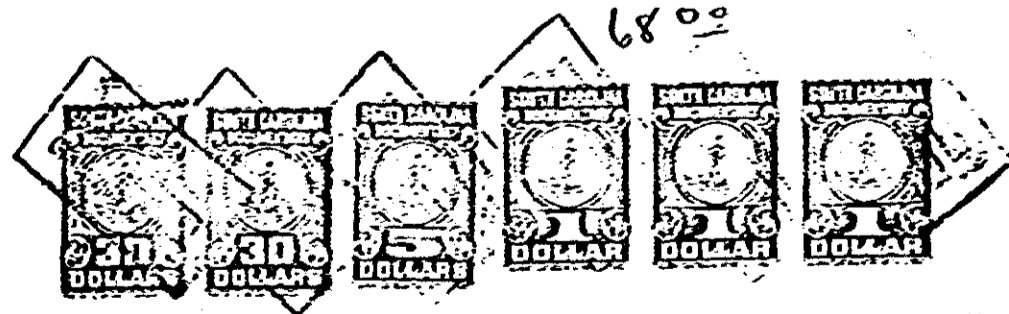
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, situate on the Northwestern side of U. S. Highway 29 in the County of Greenville, State of South Carolina, being shown as a tract containing 2.53 acres on a Plat of property of Piedmont Developers, Inc. dated June, 1973, prepared by Dalton and Neves Company, Engineers, recorded in Plat Book 5-R at Page 1 in the RHC Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of U. S. Highway 29 at the corner of property now or formerly belonging to Wade Hampton Garden Center and running thence with said U. S. Highway 29 S. 43-08 W. 21.4 feet to an iron pin; thence still with said Highway right-of-way N. 46-52 W. 25 feet to an iron pin; thence still with said Highway S. 43-08 W 178.6 feet to the center of a creek; thence with the center of the creek as the line, the traverse lines being as follows: N. 62-00 W. 65 feet, N. 36-55 W. 146 feet, N. 47-00 W. 290 feet to an iron pin on the southeastern side of Pine Knoll Drive; thence leaving said creek and running with Pine Knoll Drive N. 18-24 E. 200 feet to an iron pin at the corner of property now or formerly belonging to Wade Hampton Garden Center; thence with said property S. 47-53 E. 605.3 feet to the point of Beginning.

It is agreed and understood that the lien of this Mortgage may be released from a portion, or portions, of the covered premises by pre-payment of a portion of the indebtedness, as per the terms and conditions of the Contract between the parties hereto, which Contract is dated June 15, 1973, and which Contract is incorporated herein by reference and the terms of which survive the consummation of this transaction, to the extent necessary.



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 fastened 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.

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