

FILED  
GREENVILLE CO. S. C.

REAL ESTATE MORTGAGE

State of South Carolina

County of GREENVILLEDEC 17 11 54 AM '73  
DORRIS S. TANKERSLEY  
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BALLARD CONCRETE COMPANY, INC. SEND GREETINGS:

WHEREAS, \_\_\_\_\_ the said Ballard Concrete Company, Inc., a South Carolina corporation, hereinafter called Mortgagor, in and by \_\_\_\_\_ a \_\_\_\_\_ certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of One Hundred Fifty Thousand and No/100-----Dollars (\$ 150,000.00-), with interest thereon payable ~~in arrears~~ from date hereof at the rate of 11 3/4 % per annum; the principal of said note together with interest being due and payable in (12) twelve \_\_\_\_\_ monthly installments as follows:

[Monthly, Quarterly, Semi-annual or Annual]

Beginning on January 14, \_\_\_\_\_, 1974, and on the same day of each monthly \_\_\_\_\_ period thereafter, the sum of Two Thousand Dollars and accrued interest ~~5000.00XXXXXXXXXX~~ and the balance of said principal sum due and payable on the 14th day of December, 1974.

The aforesaid payments are to be applied first to interest ~~at the rate~~ <sup>as</sup> stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 11 3/4 % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

## Tract 1.

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina situate between Laurens Road and Lowndes Hill Road and containing approximately 15 acres, more or less, with possibly an addition of a portion of the 3 acres, which would be that 3 acres over which the C & WC Railroad has a right of way and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of the C & WC Railroad right of way at the rear corner of Lot No. 28 of the C.F. Putnam property, which Lot No. 28 fronts on Lenox Avenue (formerly Springview Avenue) as shown on Plat Book F at Page 240, which point is approximately 245 feet northwest from the intersection of the northern side of Lenox Avenue and the C & WC Railroad right of way and running then-e along the southwestern side of the C & WC Railroad right of way S. 49-56 E. 1,062 feet, more or less, to an iron pin; thence N. 65 E 243.6 feet to an iron pin on property now or formerly owned by Holcombe; thence along said property N. 36-05 W. 862.5 feet to an iron pin; thence continuing along his property N. 55-30 E. 662.2 feet to an iron pin; thence N. 45-52 W. 240 feet to an iron pin; thence N. 43-11 W. 111 feet to an iron pin; thence N. 27-11 W. 100 feet to an iron pin; thence N. 51-53 W. 100 feet to an iron pin; thence N. 36-05 W. 476.1 feet to an iron pin on the southwestern side of Woodlark Street, formerly a private drive extending in a southerly direction from Lowndes Hill Road (which point is approximately 340 feet S. 36-05 E. of the southern side of Lowndes Hill Road)