

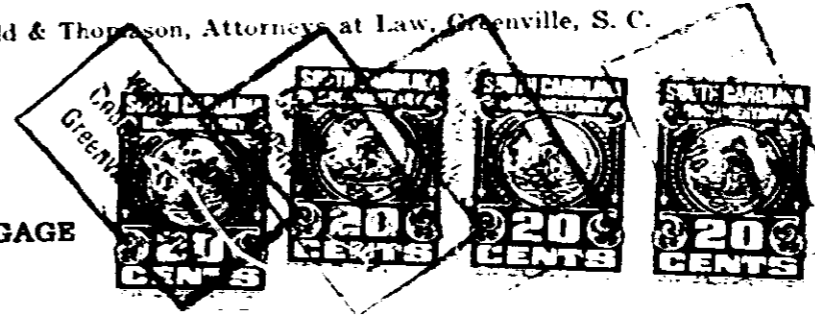
FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thompson, Attorneys at Law, Greenville, S. C.

Dec 27 9 45 AM '73

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE



TO ALL WHOM THESE PRESENTS MAY CONCERN: Threatt-Maxwell Enterprises, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto H. Allen Simmons and Lois S. Taylor, as Executor & Executrix of the Estate of Lina V. Simmons Smith, deceased, (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 Sixteen Thousand Nine Hundred Forty Four and 04/100----- DOLLARS (\$ 116,944.04),

with interest thereon from date at the rate of 8 per centum per annum, said principal and interest to be repaid: in 7 annual installments beginning on December 21, 1974 in the amount of \$16,706.29 plus interest on the unpaid balance with a like installment due on the 21st day of December of each year thereafter until paid in full with the right to anticipate payments pursuant to terms of Contract dated October 20, 1973.



46-80

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, being shown and designated as a tract containing 97.88 acres on Batesville Road according to a plat entitled "Survey for Threatt-Maxwell Enterprises, Inc." made by Piedmont Engineers-Architects and Planners, November 26, 1973 and recorded in the RMC Office for Greenville County in Plat Book 5F at Page 1. According to said plat, the property is more fully described as follows:

BEGINNING at a point in Batesville Road at the Northeastern corner of said tract and the corner of Adams property and running thence with Batesville Road as the line, the following courses and distances: S. 2-34 W. 78.68 ft.; S. 8-50 E. 600.0 ft.; S. 2-49 E. 400.0 ft.; S. 1-33 W. 200.0 ft.; S. 2-40 W. 625.68 ft. to a nail at corner of Simmons property; thence leaving said road and running with Simmons line N. 87-20 W. 712.63 ft. to a stone at corner of Garrison property; thence with Garrison property N. 87-20 W. 293.74 ft. to an iron pin; thence N. 2-42 E. 943.5 ft. to an iron pin; thence S. 62-49 W. 1165.4 ft. to a nail in bottlecap on the Southern side of Moore Road; thence generally along Moore Road N. 27-13 W. 1031.7 ft. to an iron pin on Creek; thence with the creek as line the following courses and distances: N. 54-39 E. 126.1 ft. to an iron pin; N. 25-36 E. 345.1 ft.; thence N. 28-45 E. 298.78 ft.; thence N. 27-01 E. 209.5 ft.; thence N. 26-15 E. 555.28 ft.; thence N. 4-50 W. 46.94 ft. to an iron pin at corner of Adams property; thence with Adams line S. 61-27 E. 615.5 ft. to an iron pin; thence S. 63-23 E. 1257.4 ft. to a nail in bottlecap, the point of beginning.

The property above described is same as conveyed to grantor by deed to be recorded herewith. (See back)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.