

FILED  
GREENVILLE COUNTY

1207-673

STATE OF SOUTH CAROLINA  
COUNTY OF

}

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sand-Tar Developers, Inc., now Charter Oaks, Ltd.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lloyd D. Auten

Option

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's ~~XXXXXX~~ of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Six Thousand and No/100-----Dollars (\$6,000.00) due and payable

six (6) months from date

with interest thereon from date at the rate of 10 per centum per annum, to be paid: at maturity

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, near the City of Greenville, and shown a plat prepared by Carolina Surveying Co. dated March, 1968, and according to said plat, has the following metes and bounds, to-wit:

"BEGINNING at a point on the northern side of Regency Hill Drive at the joint corner of property now or formerly of Botany Woods Building & Sales Co., Inc. and this tract, which point is 391.8 feet, more or less, from the intersection of Regency Hill Drive with Pleasantburg Drive and S.C. Highway 291 and running thence across said drive, S. 5-19 E. 140 feet, more or less, to a point in the line of property of Lakeforest Heights, Section 2, running thence with the line of said subdivision N. 71-51 E., 30 feet, more or less, to a point; thence N. 26-53 E. 127 feet to a point, N. 36-51 E., 136.3 feet to a point, N. 70-39 E., 139.7 feet to a point; N. 53-14 E., 141.5 feet to a point; N. 75-41 E. 75.9 feet to a point; N. 40-11 W., 64.6 feet to a point; N. 16-12 W., 157.2 feet; N. 6-0 W., 123.6 feet; S. 77-07 W., 200 feet, N. 6-0 W., 140 feet, N. 77-07 E. 200 feet to a point on the line of Section I of said subdivision; running thence N. 30-16 W. 254.6 feet to a point in the line of Liberty Park; running thence with the line of said subdivision, S. 74-34 W., 87 feet, S. 83-35 W., 346 feet to a point in the line of Lake Forest Shopping Center; running thence with that line, S. 5-19 E., 390 feet, more or less, to the joint corner of property now or formerly of Bernstein, Botany Woods Building & Sales Co., Inc. and this tract and running thence the following courses and distances along the line of property of Botany Woods Building & Sales Co., Inc. N. 64-01 E., 37.3 feet, S. 48-30 E., 175 feet to a point on Regency Hill Drive which line is curved the chord of which is S. 0-41 E. 33.5 feet to a point; thence continuing with said drive, S. 47-08 W., 128 feet; S. 55-20 W., 50 feet; S. 67-55 W., 50 feet, S. 78-05 W., 50 feet to an iron pin, point of beginning."



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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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