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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
JUL 3 2 37 PM '74  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, CREEKWOOD, INC., 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

BANKERS TRUST OF SOUTH CAROLINA, N. A.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: One Million, Seven Hundred Thousand and no/100 \_\_\_\_\_ Dollars (\$1,700,000.00) 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 \_\_\_\_\_ 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:

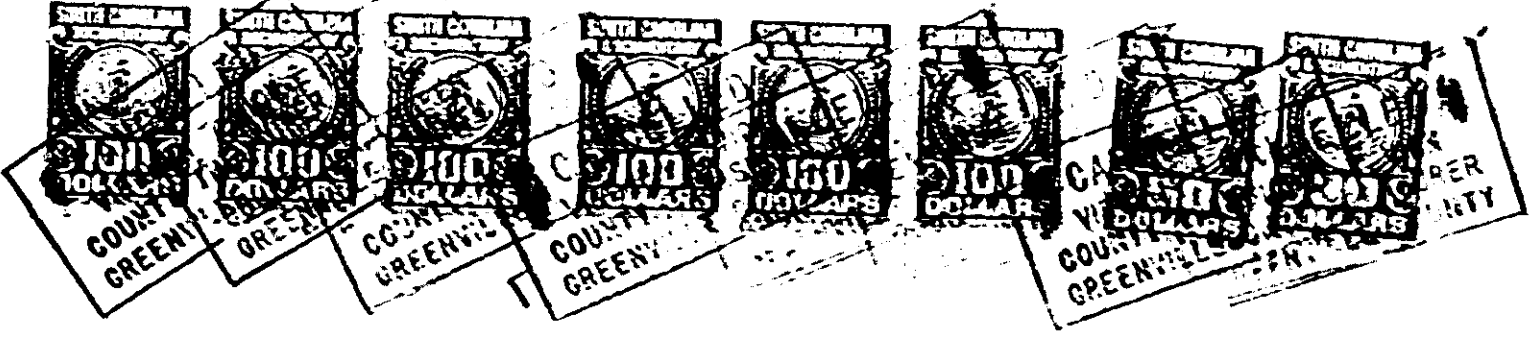
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 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, consisting of 84 acres, more or less, and being shown as Survey for Valleybrook Land Co., Inc., near Greenville, S. C., recorded in Plat Book "4J" at Page 95, in the RMC Office for Greenville County, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of U. S. Highway 25 at the joint front corner of property owned by Greenville Memorial Gardens, and running thence with the line of Greenville Memorial Gardens, 39 W. 2547.7 feet to an iron pin; thence N. 46-39 W. 446.5 feet to an iron pin; thence N. 12-31 E. 1293.6 feet to an iron pin; thence N. 72-40 E. 203.2 feet to an iron pin; thence S. 65-55 E with Holtzclaw line, 1157.6 feet; thence continuing with Holtzclaw line, S. 65-49 E. 1614 feet, more or less, to an iron pin; thence S. 65-39 E. 170.5 feet to an iron pin on U. S. Highway 25; thence with the western side of said Highway, S. 20-02 W. 248.6 feet and S. 23-12 W. 564 feet to the beginning corner.

LESS, HOWEVER, 0.50 acres shown on above referred to plat as Property of Reedy Investors, Inc. LESS, ALSO, Lots Nos. 1, 2, 3, 18, 19, 20, 21, 22, 23, 24, 14, 6, 44, 15, 46, 11, 12, 42, 8, 13, 9 and 10 as shown on plat entitled "Final Plat, Section 1, Valleybrook" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "4N", at Page 60.

The Mortgagor and mortgagee have entered into a certain Loan Agreement dated July 2, 1974, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument.



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.

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