

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JOHNIE S. TANKERSLEY  
R.H.C.

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

WHEREAS, Wham Associates, a Partnership

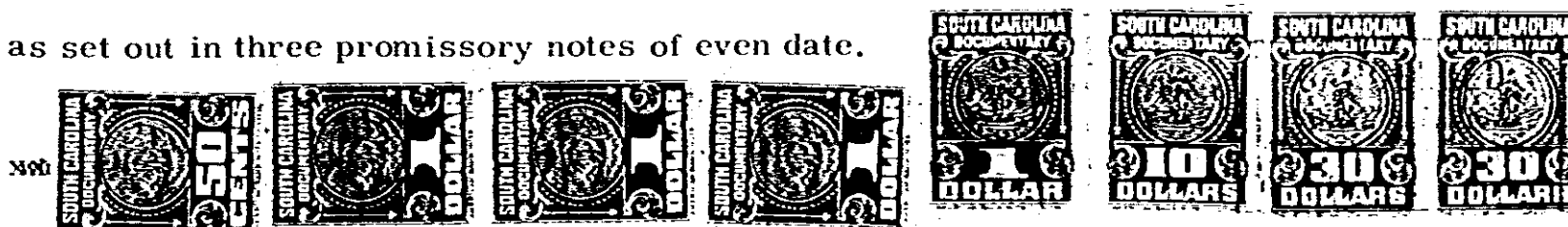
(hereinafter referred to as Mortgagor) is well and truly indebted unto

Mary Lou W. Tanner, Benjamin F. Wham, Jr. and Alvin Ralph Wham

(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 Eighty-Six Thousand, Six Hundred Twenty and No/100**-----

Dollars (\$ 186, 620. 00 ) due and payable

as set out in three promissory notes of even date.



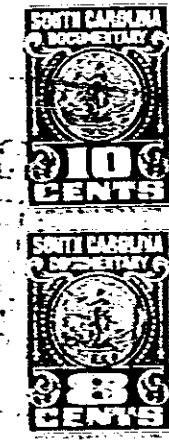
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a survey for Wham Associates, a Partnership, prepared by Carolina Surveying Company, dated May 18, 1974, containing 88.148 acres and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of U. S. Highway 276 at the corner of property of Leake and running thence with the southern side of U. S. Highway 276 the following courses and distances: S. 40-14 E. 75.6 feet to a point; N. 49-59 E. 15 feet to a point; S. 40-24 E. 451.8 feet to a point; S. 40-23 E. 1383.8 feet to a point; S. 41-46 E. 193.4 feet to a point; S. 43-49 E. 238.6 feet to a point; S. 45-49 E. 193.8 feet to a point; S. 47-48 E. 214 feet to a point; S. 49-42 E. 125.3 feet to a point in the center of a county road known as Wham Road; thence with the center of said road, S. 36-25 W. 657.4 feet to a point at the corner of a tract containing 2.5 acres; thence with the line of said tract, N. 53-35 W. 439.8 feet to a point; thence S. 36-25 W. 247.5 feet to a point; thence S. 53-35 E. 439.8 feet to a point in the center of Wham Road; thence with the center of Wham Road, S. 36-46 W. 397.5 feet to a point; thence with the line of property of Peden, N. 54-45 W. 16 feet to an old iron pin; thence continuing N. 54-45 W. 698.3 feet to a point at the corner of property of Ralph Wham; thence with the line of said property, N. 62-37 W. 555.7 feet to an old iron pin; thence with the line of a tract containing 17.90 acres, N. 2-0 E. 726 feet to a point; thence N. 77-26 W. 1081 feet to a point in the line of property of Leake; thence with the property of Leake, the following courses and distances: N. 23-15 E. 227.7 feet to a point; N. 30-32 E. 809.7 feet; thence N. 50-26 E. 204.9 feet to a point; thence N. 29-48 E. 578.1 feet to the point of beginning.



The acreage covered under this mortgage is to be released on the basis of \$3,000.00 per acre.

In the event any acreage fronting on U. S. Highway 276 is released, such acreage shall be determined by first establishing the frontage on U. S. Highway 276 and then surveying the side line or lines perpendicular to U. S. Highway 276 and extending to the rear property line of the mortgaged tract.

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.

0695

4328 RV-2