

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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Sept 11 10 30 AM '76
SERIAL S. T. 1035 BY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VENTURE DEVELOPMENT, a South Carolina Partnership consisting of Harry H. Payne, III, and Joseph C. Hooper (hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY, Greenville, South Carolina

(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

THIRTY THOUSAND AND 00/100----- Dollars (\$30,000.00) due and payable on September 11, 1976

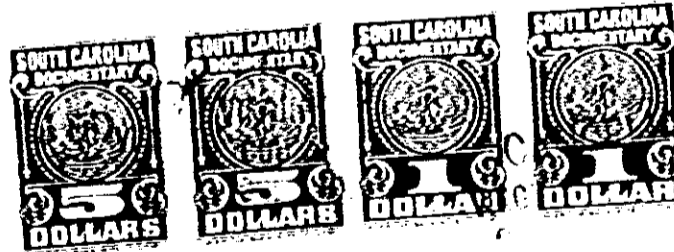
with interest thereon from Sept. 11, 1975 at the rate of 10 per centum per annum, to be paid: quarterly commencing December 11, 1975, with the final interest payment to be paid on September 11, 1976

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, and being shown as Parcel "A-1" on a plat entitled "Property of Venture Development" by Campbell and Clarkson Surveyors, Inc., dated August 29, 1975, with said plat being recorded in the RMC Office for Greenville County in Plat Book 5L at Page 84, and being more particularly described as follows:

BEGINNING at a point on the right-of-way on the southern edge of Rutherford Road; running thence S. 3-27 W. 224.7 feet to the center line of the P & N Railroad; thence N. 86-33 W. 75.0 feet along said center line; thence N. 3-27 E. 238.8 feet to a point on the right-of-way of Rutherford Road; thence S. 75-54 E. 76.3 feet along said right-of-way to the 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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