

MORTGAGE OF REAL ESTATE—Offices of Cheros and Patterson, Attorneys at Law, Greenville, S. C.

FILED  
GREENVILLE CO. S. C.

1353 PAGE 555

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEVENGER ROAD LAND COMPANY, A PARTNERSHIP  
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA AS TRUSTEE AND EXECUTOR OF THE ESTATE OF FRED H. HUDSON (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 Fifty-four Thousand

One Hundred Fifteen and 58/100----- DOLLARS (\$ 154,115.58-),  
with interest thereon from date at the rate of ten per centum per annum, said principal and interest to be repaid:

Said sum to be repaid five years from date with interest to be computed and paid at the rate of 10% per annum annually beginning one year from 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 Greenville,

All that certain piece, parcel or tract of land shown as Tract D on plat of Estate of Fred H. Hudson by Dalton & Neves Co., Engineers, dated October, 1975, containing 19.24 acres and having such courses and distances as will appear by reference to plat recorded in Plat Book 5J at page 74 in the RMC Office for Greenville County.

ALSO: All that certain piece, parcel or tract of land shown as 14.88 acres on plat entitled Property of Devenger Road Land Company by Dalton & Neves Co., Engineers, dated October, 1975, recorded in Plat Book 5J at page 75 in the RMC Office for Greenville County and having such courses and distances as will appear by reference to said plat.

Mortgagee agrees to release portions of the subject property from the lien of this mortgage on the basis of one acre released for each \$4,750 paid to the mortgagee, said sum to be applied to the principal balance due on the indebtedness secured hereunder.

It is understood and agreed that the mortgagee will subordinate the lien of this mortgage to the lien of any future first mortgage executed by the mortgagor encumbering twelve lots consisting of 6.21 acres fronting on Devenger Road and Meadow Wood Drive, provided said future mortgage loan does not exceed 75% of the appraised value of the said twelve lots as determined by the first mortgage lender.

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.

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