

Mortgagee 's address: P O Box 1269, Greenville, SC 29602 900-1378 241

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.
APR 21 4 21 PM '77
J. T. TANNER
R.M.C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: HOLLY TREE PLANTATION, a limited partnership (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Fidelity Federal Savings and Loan Association

(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 as stated below

Two Million Six Hundred Sixty Thousand & No/100 DOLLARS (\$ 2, 660, 000.00 /

with interest thereon from date at the rate of per centum per annum, said principal and interest to be repaid: Payable according to the terms stated in promissory note dated February 1, 1973 in the amount of \$2,000,000.; ~~according to the terms stated in promissory note dated June 1, 1973 in amount of \$2,000,000.;~~ according to the terms stated in promissory note dated February 15, 1974 in amount of \$500,000.; ~~and according to terms stated in another promissory note dated February 15, 1974 in the amount of \$500,000.;~~ and according to terms stated in promissory note dated November 15, 1974 in the amount of \$160,000., this mortgage is security for these notes.

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, being known and designated as Lot Number 29 of Holly Tree Plantation, as shown on plat recorded in Plat Book 5-D at Page 47 of 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 Southern side of Plantation Drive, at the joint front corner of Lots 29 & 28 and running thence with the common line of said lots, S 15-39 W 131.2 feet to a point; thence continuing with the rear line of Lot 27, S 13-46 E 85.6 feet to an iron pin; thence continuing with the joint line of Lots 29 & 26, S 71-47 E 132.3 feet to an iron pin at the joint rear corner of Lots 29 & 30; thence with the common line of said lots, N 0-26 W 227.3 feet to an iron pin on the Southern side of Plantation Drive; thence, N 88-05 W 20 feet along said Drive to an iron pin, and continuing, N 77-00 W 50 feet to an iron pin, and continuing, N 69-00 W 45 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor by deed of W.N. Leslie, Inc. of even date.

This mortgage is being executed and delivered to the Mortgagee herein for the purpose of further securing those original promissory notes in the amounts and on the dates stated above; said promissory notes also secured by mortgages recorded in Mortgage Book 1265, Page 442, Book 1279, Page 347, Book 1302, Page 389, Book 1303, Page 517, and Book 1327 at Page 527, which was rerecorded in Book 1328, Page 161 of the RMC Office for Greenville County. No additional funds have been granted to the mortgagor as the result of the execution of this mortgage and no additional monies are due the mortgagee other than the amounts due on the original indebtedness as stated by the aforementioned original notes and mortgages.

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.

This mortgage is executed in order to substitute as collateral for the aforementioned mortgages the property described herein in the place of Lot 33 Holly Tree Plantation, which as of this date have been conveyed to W.N. Leslie, Inc. This lot may be released and this mortgage satisfied according to the terms of the original mortgages as stated herein.

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