

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

10 29 4 57 PM '76
JOHNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Buxton Development Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank and Trust

(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 Twenty Thousand and No/100 (\$20,000.00)-----
-----Dollars (\$ 20,000.00) due and payable

according to the terms thereof said note being incorporated herein by reference.

with interest thereon from at the rate of per centum per annum, to be paid:

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 Mortgagee 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, containing 6 acres according to plat entitled "Tom Bruce" prepared by Carolina Surveying Co. dated September 21, 1976 to be recorded herewith and having, according to said plat, the following metes and bounds, to-wit:

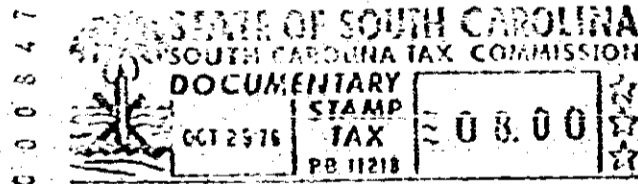
BEGINNING at an iron pin at the joint corner of property now owned by Charles Marchbanks and Dan Bruce and running thence N. 88-55 W. 643.78 feet to an iron pin at property now owned by Tindall and running thence N. 7-10 E. 417 feet to an iron pin; thence turning S. 89-07 E 615 feet to an iron pin; thence turning and running S. 3-12 W. 417 feet to the point of beginning.

This being the same property conveyed unto the Mortgagor by deed from First Piedmont Bank and Trust recorded October 28, 1976.

The address of the Mortgagee is: 340 North Main Street, Greenville, S. C.

This mortgage is subordinate and subject to that certain mortgage given to First Piedmont Bank and Trust in the amount of \$56,800.00 to be recorded of even date.

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2 5 0 0 0

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 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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