

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THE OLD SOUTH LAND & INVESTMENT CO.

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. DAN JOYNER AND P. DAYTON POOLE

(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

NONE HUNDRED THOUSAND AND NO/100----- Dollars (\$ 100,000.00) due and payable  
In Five (5) equal annual principal installments of \$20,000.00 each plus  
interest at the rate of Seven (7%) per cent per annum on the unpaid  
principal balance, the First principal payment to be made July 1, 1978  
with the second payment due on January 2, 1979 and annually thereafter  
until paid in full.  
with interest thereon from August 22, 1977 at the rate of 7% per centum per annum, to be paid: AS SET  
OUT ABOVE.

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 lot of land situate, lying and being in the County of Greenville, Town of Mauldin, State of South Carolina, and being shown and designated in Plat Book UUU, at Page 19, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the rear corner of Lot No. 141, Montclaire, Section 3 and running thence N. 41-15 E. 1147 feet; thence S. 75-00 E. 100 feet to a stake on the southern side of Gilders Creek; thence S. 3-00 E. 800 feet to a point; thence S. 27-30 W. 233 feet to a point; thence S. 58-00 E. 622 feet to a point; thence S. 27-44 W. 284.4 feet, thence continuing S. 6-23 E. 534.3 feet; thence continuing S. 5-07 E. 413.8 feet to a point; thence running S. 89-30 W. 371 feet to a point; thence continuing N. 63-45 W. 893 feet; thence running S. 30-49 W. 36.3 feet; thence running S. 61-31 E. 47.7 feet; thence running N. 28-57 E. 182.6 feet to the south side of Moriston Road; thence continuing N. 28-57 E. 1067 feet; plus or minus, to be determined by a later survey in the center line of a 68 foot Duke Power right-of-way; thence running N. 58-00 W. 199.6 feet to an iron pin at the corner of Lot No. 119, Section 4, Montclaire; thence running N. 32-00 E. 150 feet to a point at the rear corner of said Lot 119; thence running N. 58-00 W. 290.8 feet to the side of Montclaire Road; thence continuing N. 48-42 W. 50 feet across Montclaire Road to a point on the West side of Montclaire Road; thence running with the West side of Montclaire Road S. 41-18 W. 140 feet to the corner of Lot 141, Section 3, Montclaire; thence running N. 48-42 W. 160 feet to the point of beginning.

Derivation: Deed Book 1063, Page 645, C. Dan Joyner & P. Dayton Poole, August 29, 1977.

No right of prepayment shall be had without the prior written consent of the Mortgagees, which consent shall be within the sole discretion of said Mortgagees. Said Lots from Plat to be recorded shall be released upon payment of \$1,500.00 per Lot by the Mortgagor, the sum shall be held by a mutually agreeable Escrow Agent, as substituted collateral and to which the Mortgagees shall have no rights unless the Mortgagor shall default in his obligation to pay said promissory note. Further, Mortgagor agrees that the Mortgagees shall not be bound to release any property from the lien of his mortgage which would leave the remaining property inaccessible to any road or without access to any road, with the exact location to be by mutual agreement of the Mortgagees and Mortgagor.

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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