

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

PURCHASE MONEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, EVERETT L. BAKER, JR. AND C. R. YEARGIN, co-partners d/b/a J & R Enterprises

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHESTNUT PROPERTIES

(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-eight Thousand and no/100----- Dollars (\$ 38,000.00) due and payable in 89 consecutive monthly installments of \$363.28 commencing October 1, 1977 and on the first day of each month thereafter, said payments to be applied first to interest at the rate of 8 percent per annum and then to principal with a final payment of all remaining unpaid principal and interest due and payable on March 1, 1985 with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

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, the Mortgagee's heirs, successors and assigns:

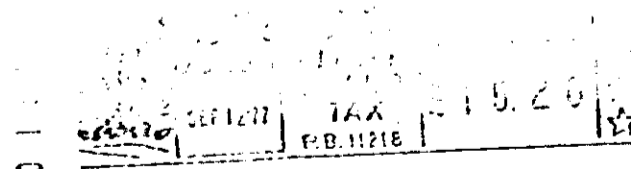
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 91.035 acres to the northwest of S.C. Highway No. 11, being a portion of a larger tract of land shown on a plat entitled "Property of The Shore Comp." by J. C. Hill dated August 28, 1959, recorded in plat book SSS, page 538 and having the following metes and bounds according to a plat prepared for C. R. Yeargin and Everett L. Baker, Jr. by Arbor Engineering:

To reach the Point of Beginning, commence at a nail and a cap in the center of Highway No. 11 at the joint corner of property formerly owned by Stewart and property now owned by the grantor herein and shown on the above-referred to plat recorded in plat book SSS, page 538, Greenville County R.M.C. Office and running thence N. 15-25 W. 905 feet to a point; thence N. 08-05 W. 1,691 feet to the Point of Beginning; thence from said Point of Beginning running S. 61-26-52 W. 977.69 feet to a point; thence N. 53-15-00 W. 2,742.00 feet to a point; thence N. 40-10-00 E. 1,320.00 feet to a point; thence S. 53-15-00 E. 3,293.00 feet to a point; thence S. 64-00-00 W. 483.00 feet to the Point of Beginning and being the same property conveyed to the grantors herein by deed of Chestnut Properties dated September , 1977 and recorded on the same date as the date of recordation of this mortgage.

ALSO: An easement for ingress and egress 25 feet in width extending from the above described property to S. C. Highway No. 11 across the remaining property of Chestnut Properties, the exact location of said easement to be selected and determined by Chestnut Properties, Everett L. Baker, Jr. and C. R. Yeargin by mutual agreement.

This mortgage is given to secure a portion of the purchase price owed by the mortgagors herein to the mortgagee herein for the above-described property.

No timber shall be cut on the above described property as long as this mortgage remains in effect without first obtaining the written consent of the mortgagee which consent shall not be unreasonably withheld.



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.