

GREENVILLE  
LEATHERWOOD, WALKER, TODD & MANNILLE CO. S.C. P. O. Box 1329, Greenville, S.C. 29602  
MORTGAGE OF REAL ESTATE BY A CORPORATION Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, 1411 800

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

3 47 PM '77  
S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TERRY CONSTRUCTION COMPANY, INC.

a corporation chartered under the laws of the State of South Carolina  
(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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

Two Hundred Fifty Thousand and no/100----- Dollars (\$ 250,000.00 ) due and payable

on demand

with interest thereon from date at the rate of 8-1/2 per centum per annum, to be paid: quarter annually

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,

ALL those lots of land situate on the northeast side of White Horse Road (also known as S. C. Highway No. 250) near the City of Greenville, in Cantt Township, Greenville County, South Carolina, being shown as Lots 1 and 2 on plat of property of Jack K. Wherry and C. I. Miller, made by Pickell & Pickell, Engineers, May 1957, recorded in the R.M.C. Office for Greenville County, South Carolina, in plat book KK at page 109, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northeast side of White Horse Road at joint front corner of Lots 2 and 3, running thence with the line of Lot 3, N. 63-02 E. 468 feet to an iron pin on the southwest edge of a service drive; thence along said drive S. 41-20 E. 43.4 feet to an iron pin; thence S. 28-38 E. 150 feet to an iron pin; thence S. 62-07 W. 475.8 feet to an iron pin on the northeast side of White Horse Road; thence with White Horse Road N. 30-20 W. 100 feet to an iron pin; thence continuing with White Horse Road, N. 27-58 W. 100 feet to the beginning corner, being the same property conveyed to the mortgagor by deed of Jack K. Wherry, Elizabeth F. Wherry and Clyde L. Miller, recorded August 9, 1957 in deed book 582, page 90.

The lien of this mortgage is second in priority to the lien of that certain mortgage given by Terry Construction Company, Inc. to Southern Bank and Trust Company dated March 27, 1974, recorded in mortgage book 1305, page 389.

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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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