

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mar 18 11 03 AM '78

WHEREAS, DONNIE S. TANKERSLEY
RUSTY BROOK CORPORATION,

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

SOUTHERN BANK & 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

TWENTY-FIVE THOUSAND AND NO/100 ----- Dollars (\$ 25,000.00) due and payable

Per terms of note of even date herewith.

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 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, known and designated as Tract C on plat entitled "Property of Marshall Montgomery and Hattie Lee Montgomery", which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-I, at Page 133, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of the tract at its intersection with Creighton Street and running thence S. 61-47 E. 50-feet to a point; thence S. 28-13 W. 170.8-feet to a point; thence N. 62-48 W. 50-feet to a point; thence N. 28-13 E. 171.7-feet to the point of beginning.

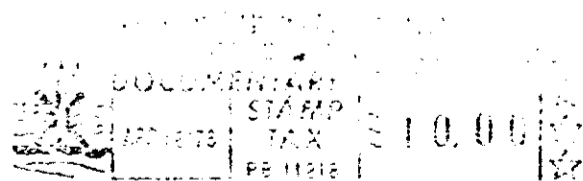
This being the same property conveyed to the mortgagor by deed of Marshall Montgomery and Hattie Lee Montgomery as recorded in the R.M.C. Office for Greenville County in Deed Book 911, at Page 4, on March 17, 1971.

ALSO, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, located approximately three miles southeast of Taylors, South Carolina, containing 10.992 acres, more or less, and having, according to a recent survey prepared by Robert R. Spearman and dated February 15, 1971 and entitled "Property of Marshall Montgomery and Hattie Lee Montgomery; and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-I, at Page 85, the following metes and bounds, to-wit:

BEGINNING at the northwestern corner thereof and an intersection of lands now or formerly belonging to W. E. Shaw and running thence S. 62-48 E., 20-feet to an iron pin; thence continuing S. 52-11 W., 1165.50-feet to an iron pin; thence N. 4-26 E., 799.78-feet to an iron pin; thence N. 23-56 E., 319.45-feet to the point of beginning.

This also being the same property conveyed to the mortgagor by deed of Marshall Montgomery and Hattie Lee Montgomery as recorded in the R.M.C. Office for Greenville County in Deed Book 911, at Page 4, on March 17, 1971.

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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.

(CONTINUED ON NEXT PAGE)

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