

MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE 1445 0034

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, DONALD R. TRAMMELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. WALTER BRASHIER

(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 Forty Thousand and 00/100-----

Dollars (\$ 40,000.00) due and payable

in two equal annual installments of \$ 20,000.00 plus interest at the rate of nine (9%) percent to be paid yearly with the \$ 20,000.00 payment

with interest thereon from date at the rate of nine (9%) per centum per annum, to be paid: yearly

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:

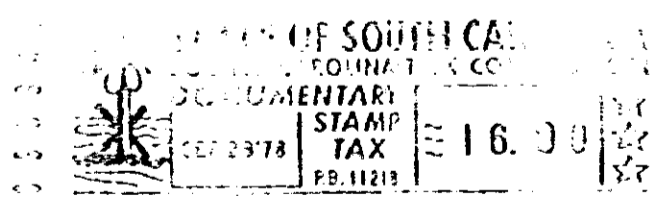
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 23.7 acres, more or less, located on the north-west side of Garlington Road, and having, according to a survey of the property of T. Walter Brashier made on May 21, 1973, by Jones Engineering Service, the following metes and bounds, to-wit:

BEGINNING at an iron spike in the center of Garlington Road at a point approximately 685 feet in a northeastern direction from the intersection of Dublin Road with Garlington Road, and running thence N. 60-00 W. 205 feet to an iron pin; thence S. 50-29 W. 315 feet to an iron pin; thence N. 59-29 W. 172.3 feet to an iron pin; thence N. 30-42 E. 346 feet to an iron pin; thence N. 61-22 E. 73.4 feet to an iron pin; thence N. 18-26 E. 211.3 feet to an iron pin; thence N. 62-10 W. 535.3 feet to an iron pin; thence N. 0-07 W. 382 feet to an iron pin; thence S. 88-27 E. 1289.5 feet to an iron pin on or near a branch; thence along and with said branch, the following courses and distances: S. 13-36 W. 111.1 feet; S. 26-30 E. 93 feet; S. 45-18 E. 60 feet; S. 6-54 W. 190.8 feet; S. 21-06 W. 90 feet; and S. 29-45 W. 63 feet to the center of Garlington Road; and thence along and with the center of Garlington Road the following courses and distances: S. 50-40 W. 165 feet; S. 48-40 W. 300 feet; and S. 50-22 W. 300 feet to the point and place of beginning.

THIS being the same property as conveyed to the Mortgagor herein by deed of T. Walter Brashier and being recorded in the R.M.C. Office for Greenville County on September 28, 1978 and recorded in Deed Book 1088 at Page 805.

THE address of the Mortgagee herein is: 850 Wade Hampton Blvd., Greenville, S.C. 29609

GCTO -----2 SE28 78 062



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.

2-5001

4328 RV-2