

MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C.

GREENVILLE CO. S. C.

APR 11 2 06 PM '79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHNIE S. TANKERSLEY
R.M.C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Edward H. Hembree Builders, Inc.
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the 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 One Hundred Thousand and no/100-

DOLLARS (\$ 100,000.00—),

with interest thereon from date at the rate of 12 per centum per annum, said principal and interest to be repaid:

Due and payable one hundred eighty days from date. Mortgagee agrees to release individual lots from the lien of this mortgage upon the payment of \$9,000 paid toward principal for each lot released.

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 those lots, pieces, or parcels of land lying in the State of South Carolina, County of Greenville, shown as Lots 6, 7, 11, 12, 13, 15, 19, 20 and 21 on plat of Oakfern, Section I, recorded in Plat Book 6H at page 72; Oakfern, Section Two, recorded in Plat Book 6H at page 53, known as Lots 21, 24, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 42, 43, 44, 45, 46 and 47; and Lots 48, 49, 50, 51, 52, 53, 54, 55 and 56 on plat of Oakfern, Section Three, prepared by C. O. Riddle, dated June 23, 1978, and having such courses and distances as will appear by reference to said plats.

Being the same property conveyed by Thomas C. Threatt by deed recorded in Deed Book 1001 at page 630 (a portion thereof) on June 21, 1974 and by deed of C. C. and Frances S. Davis by deed recorded March 30, 1973 in Deed Book 971 at page 467, and by deed of James P. and Catherine F. McNamara and The Citizens and Southern

National Bank as Trustee for James G. Bannon, individually and as liquidating trustees of Piedmont Holdings, Inc., recorded June 12, 1978 in Deed Book 1080 at page 969., less such portions thereof as have been conveyed of record by the mortgagor.

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DOCUMENTARY STAMP TAX 40.00 PS 11218

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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