MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

WHEREAS,

E. E. DARGAN & SONS, A PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto William H. Cleveland (1/3), Wilma Y. Cleveland (1/3), Lillian C. Cleveland (1/6), Ellen C. Cashion (1/12), and Lillian C. Deal (1/12)

(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 Eighty-One Thousand Seven Hundred Ninety-Two and No/100----

in four (4) equal annual installments beginning one (1) year from date together with interest from date at the rate of twelve (12) per cent on the declining unpaid balance to be paid yearly with the right to anticipate payment in part or in full at any time without penalty.

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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 Mortgagoe 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, in Cleveland Township, containing 400 acres, more or less, lying south of the property designated on the plat made by Howard Wiswall, C. E., dated 1918 through 1921, recorded in the RMC Office for Greenville County in Plat Book Y at Pages 114 - 118, as "L. I. JENNINGS TRACT", and fully described on said plat as "J. N., R. M., AND HARVEY CLEVELAND (Dalton Tract) 400 acres", reference to which plat is hereby made for a more complete description.

THERE is expressly excluded from this tract the following:

- (a) 16 acres, more or less, conveyed by Saluda Land & Lumber Company to Mark Jones, by deed dated May 26, 1934, recorded in the RMC Office for Greenville County in Deed 132 at Page 196.
- (b) Right-of-way granted by Saluda Land & Lumber Company to Duke Power Company by deed dated May 27, 1937, recorded in the RMC Office for Greenville County in Deed Book 199 at Page 121.

THIS is the same property as that conveyed to the Mortgagor herein by deeds of William H. Cleveland, Wilma Y. Cleveland, Lillian C. Cleveland, Ellen C. Cashion, and Lillian C. Deal, recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagees herein is:

c/o Mrs. James N. Cleveland, II, Route 2, Box 58 Marietta, South Carolina 29661

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 is 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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