STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1668 1903 Met 37

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FOUNTAIN INN-SIMPSONVILLE COUNTRY CLUB, INC.

(hersinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

in 84 monthly installments of \$630.54 with amounts applied first to interest and balance to principal.

with interest thereon from date at the rate of --- 18--- per centum per annum, to be paid MONIHLY

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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the seating 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 Mortgagoe, its successors and ascions:

"All that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fairview Township, containing 196 acres, more or less, being the major portion of Tract 3 of the A. R. Hunter Estate, according to plat by J. W. Riddle, August, 1947 revised in accordance with note on said plat and this plat is to be recorded in the RMC Office for Greenville County, being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin in the center of a county road, being a newly surfaced point as will appear on said plat and running thence N. 87-22 E., 574.6 feet to an iron pin; thence S. 30-15 E., 330 feet to an iron pin; thence N. 88-50 E., 724.2 feet to an iron pin; thence N. 88-50 E., 415.8 feet to an iron pin; thence S. 23-14 W., 1922 feet to a stone; thence S. 60-55 W., 1887 feet to an iron pin; thence S. 36 E., 264 feet to an iron pin; thence S. 25-30 W., 3142 feet to an iron pin; thence N. 70 W., 479 feet to an iron pin; thence S. 80 W., 67 feet to an iron pin; thence N. 59 W., 390 feet to an iron pin; thence N. 42-30 W., 575 feet to an iron pin; thence N. 2 E., 430 feet to an iron pin; thence N. 15 E., 1480 feet to an iron pin; thence N. 25-30 E., 260 feet to a maple; thence N. 12 W., 492 feet to an iron pin; thence N. 35-30 W., 285 feet to an iron pin; thence N. 64-15 W., 291.3 feet to an iron pin; thence N. 64-15 W., 272.7 feet to an iron pin; thence N. 58-30 W., 203 feet to an iron pin; thence N. 14-57 E., 1360 feet to an iron pin; thence N. 5-47 E., 838 feet to an iron pin; thence N. 31-21 E., 920 feet to an iron pin; thence N. 16-12 E., 616 feet to an iron pin; thence N. 18-22 E., 173.9 feet to the beginning, being the same property conveyed to the Mortgagor by Deed Book 713, Page 357.

ALSO:

ALL that lot of land lying near the Town of Fountain Inn, County of Greenville, State of South Carolina, shown as 2.0 acres on plat of property of Fountain Inn-Simpsonville Country Club by Piedmont Engineering Service, recorded in Plat Book CCC, Page 85 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING on the southern edge of the dirt drive at the corner of property of Fountain Inn-Simpsonville Country Club, thence along said dirt drive, N. 59-0 E., 245.4 feet to an iron pin at the corner of property now or formerly of Hewitt; thence with Hewitt line N. 82-37 E., 179.8 feet to an iron pin; thence along other property of R. R. Edwards, S. 14-10 W., 519.8 feet to a point on the line of property of T. Lloyd Garrett and at the southeastern corner of a .14 acre lot to be conveyed by T. Lloyd Garrett to Fountain Inn-Simpsonville Country Club, said lot is also shown on the above plat; thence with this line N. 36-0 W., 438.9 feet to the point of beginning, being the same property conveyed to the Mortgagor by Deed Book 708, Page 215. (SEE ATTACHED)

Together with all and singular rights, members, herditaments, and appurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing and lighting pertaining all the rents, issues, and profits which may arise or be ked thereform, and including all heating, plumbing, and lighting pertaining and including all heating, plumbing and lighting pertaining and lighting are rents.

TO HAVE AND TO HOLD, all and singular the said premises unito 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever lawfully claiming the same or any part thereof.

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