

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 2nd day of December 19 80.

SIGNED, sealed and delivered in the presence of:

[Signature]

BALENTINE BROTHERS BUILDERS, INC. (SEAL)

BY: *[Signature]* (SEAL)
President

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

by its duly authorized officer, personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor/sign, seal as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2nd day of December, 19 80.

[Signature] (SEAL)

[Signature]

Notary Public for South Carolina
COMMISSION EXPIRES 6/30/89

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

(Mortgagor is a corporation)
RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person, whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

_____ day of _____, 19 _____

(SEAL)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
STAMP
\$ 90.00

Sidney L. Jay
File No. (T-4101)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Balentine Brothers Builders, Inc.

TO

Cora E. Howell, Fannie H. Howell,
and David V. Howell

Mortgage of Real Estate

I hereby certify that the within Mortgage has been this

2nd day of Dec. 19 80.

at 12:49 P.M. recorded in Book 1526 of

Mortgages, page 302. As No. _____

Register of Meane Conveyance, Greenville County

\$225,000.00

SIDNEY L. JAY
ATTORNEY AT LAW
114 Manly Street
Greenville, South Carolina

58.3 acres Less 3.015 acres

(Continuation)

LESS, HOWEVER, a tract containing 3.015 acres being reserved and retained by the mortgagees, and being shown as "Survey of Lots 79 through 83 and 93 through 95, Northwood Subdivision Preliminary", prepared by Piedmont Engineers, Architects & Planners, on November 25, 1980, and having the following metes and bounds, to wit:

BEGINNING at a point on the southwesterly side of Bendingwood Circle, at front corner of Lots Nos. 78 and 79, and running thence with said Circle, S. 62-00 E. 175 feet, S. 52-00 E. 50.00 feet, S. 38-00 E. 50 feet, S. 27-00 E. 50 feet, S. 19-49 E. 50.11 feet, S. 9-18 E. 60 feet, S. 1-00 W. 50 feet, S. 11-00 W. 50 feet, and S. 18-00 W. 32 feet to a point at common front corner of Lots Nos. 83 and 84; thence with the common line of said lots, N. 72-00 W. 148.0 feet to a point; thence S. 30-00 W., with line of Lots Nos. 84, 85, and 86, 210 feet to a point; thence with line of Lots Nos. 91 and 92, N. 33-00 W. 185 feet to a point on proposed Woodview Court; thence with the curve of said Court, N. 61-00 E. 30 feet, N. 28-00 E. 30 feet, N. 14-30 W. 40 feet, N. 57-20 W. 30 feet, and S. 79-00 W. 40 feet to a point at corner of Lot No. 75; thence with Lots Nos. 75 and 76, N. 15-55 E. 180.68 feet to a point; thence N. 27-00 E. along Lots Nos. 77 and 78, 170 feet to the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagor by deed of mortgagees, dated 2 December 1980, to be recorded herewith.

Mortgagees agree to release portions of the property herein described on the basis of \$4,500.00 per acre for such amounts as are paid under the terms of the note and mortgage.

RECORDED DEC 2 1980 at 12:49 P.M.

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0303

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