

FILED  
GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1552 PAGE 454

SEP 10 10 10 AM '81

WHEREAS, Lewis-Antherton Investment, a South Carolina general partnership  
(hereinafter referred to as Mortgagor) is well and truly indebted unto David Wallace

(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 Fifty-five Thousand and no/100-----  
-----Dollars (\$ 155,000.00) due and payable

as stated in Note of even date herewith.

SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
DOCUMENTARY STAMP  
\$ 2.00

with interest thereon from date at the rate of 13 per centum per annum, to be paid:

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 accounts 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 that piece, parcel or lot of land with improvements thereon lying and being on the northern side of Regency Hills Drive near the City of Greenville, Greenville County, State of South Carolina, and known and designated as a portion of property of Botany Woods Building & Sales Co., Inc. by plat prepared by Carolina Engineering & Surveying Co. dated July, 1969, and revised October, 1970, and according to said plat has the following metes and bounds:

Beginning at an iron pin on the northern side of Regency Hills Drive at the joint corner of this tract and property of Phillips Petroleum Co. which point is 141.8 feet east from the curved intersection of said drive with Pleasantburg Drive (S.C. Highway 291) and running thence with the joint line of said property N 5-19 W 200 feet to an iron pin in the line of said property now or formerly of Vandiver and Sullivan and running thence with that line N 85-35 E 200 feet to an iron pin; running thence S 5-19 E 200 feet to an iron pin on the northern side of Regency Hills Drive; running thence with the northern side of said drive S 85-35 W, 200 feet to an iron pin, point of beginning.

This is the same property conveyed to the mortgagors herein by deed of David Wallace dated September 8, 1981 to be recorded herewith.

Parcel No.: 276-3-15.9

The following shall be considered as paragraph (9) of the covenants and agreements shown on the reverse hereof:

(9) That upon default on any prior lien or encumbrance or taxes or assessments on the property when the same become due and payable, the entire Mortgage Debt shall be due and payable at the option of the Mortgagee, and any sum or sums advanced as payments on or for said prior liens or encumbrances or taxes or assessments by the Mortgagee are hereby made a lien upon the property and recoverable as a part of the Debt hereby secured.

Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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