

MORTGAGE OF REAL ESTATE

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BOOK 1561 PAGE 329

STATE OF SOUTH CAROLINA

GREENVILLE COUNTY, S.C.

MORTGAGE OF REAL ESTATE

COUNTY OF *Greenville*

JAN 13 3 57 PM '82

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONN TANNERSLEY R.M.C.

WHEREAS, PINE VALLEY PROPERTIES, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto EFFIE LLOYD ALLEN BEATTIE

(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 forty nine thousand and nine hundred and ninety seven and 55/100* Dollars (\$149,997.55) due and payable February 12, 1982

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: February 12, 1982

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 that certain piece, parcel or tract of land situate in Greenville County, South Carolina, and having, according to a plat entitled "Effie Lloyd Allen Beattie", prepared by Enwright Associates, Inc., dated September 10, 1980, the following metes and bounds, to wit:

BEGINNING at an old iron pin located along the northern side of the right-of-way of Pelham Road, joint corner of the within property and property owned by Metropolitan Baptist Church, and running thence with the joint line of said property, N. 30-25-24 E., 520.01 feet to an iron pin; thence N. 30-25-24 E., 279.87 feet to an iron pin; thence N. 65-26-28 W., 490.97 feet to an iron pin at the joint corners of the within tract, property of Metropolitan Baptist Church, and property now or formerly of Hazel Newburn, and running along said line N. 21-31-40 E., 600.87 feet to an iron pin; thence N. 22-13-48 E., 33.93 feet to a nail and cap at a point along the southern side of the right-of-way of Old Boiling Springs Road, thence turning and following the southern side of the right-of-way of Old Boiling Springs Road, the courses of which are S 63-15-22 E., 62.62 feet to a nail and cap; thence S. 65-04-02 E., 342.70 feet to a nail and cap; thence S. 64-43-02 E., 388.92 feet to a nail and cap; thence S. 64-45-24 E., 260.76 feet to a nail and cap; thence S. 64-22-14 E., 188.64 feet to a nail and cap; thence S. 64-36-51 E., 58.90 feet to an iron pin at the joint corners of the within property and the southern side of the right-of-way of Old Boiling Springs Road, and property now or formerly of Elizabeth McCoy, and running along said property line, S. 00-07-34 W., 250.40 feet to an iron pin; thence S. 00-04-50 E., 426.54 feet to a concrete monument, thence S. 00-04-42 E., 699.59 feet to a point on the northern side of the right-of-way of Pelham Road and following the northern side of said right-of-way of Pelham Road, N. 74-10-45 W., 287.89 feet; thence N. 71-14-56 W., 1154.79 feet to the point and place of beginning.

This is the same property conveyed to Mortgagor herein by Deed of Effie Lloyd Allen Beattie dated January 8, 1982 and recorded in the R.M.C. Office for Greenville County in Deed Book 1160 at Page 830.

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STATE OF SOUTH CAROLINA
COMMISSIONER OF REVENUE
DOCUMENTARY
1982

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 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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