

Michael O. Hallman
16 Williams St.
Greenville S.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.

JUL 28 3 07 PM '83
DONNIE R. SLEEY
R.M.C.

MORTGAGE BOOK 1018 PAGE 137
OF
REAL PROPERTY

THIS MORTGAGE, executed the 27th day of July, 1983, by Pelham Road Associates, A General Partnership, (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is P.O. Drawer 408, Greenville, South Carolina 29602.

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated July 27th, 1983, to Mortgagee for the principal amount of One Hundred Ninety Thousand and NO/100 (\$190,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or tract of land in Greenville County, South Carolina on the southern side of Pelham Road being designated as the eastern half of Tract 5 of Jones Estate and the tract adjacent thereto originally containing 6.7 acres, more or less, and being more particularly shown on plat entitled "Property of William F. Batson" as prepared by Freeland and Associates dated October 21, 1980 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 8F, Page 51, and having according to said plat the following metes and bounds:

BEGINNING at a railroad spike in the center of Pelham Road and running thence with the common line of Wade Hampton Fire and Sewer District S. 22-15 E. 1382.4 feet, crossing a reference iron pin at 34 feet from the center line of Pelham Road, to a point in a branch, crossing a reference iron pin 11 feet prior to said point; thence with said branch as the line N. 61-14 E. 90.4 feet, N. 44-27 E. 58.9 feet, N. 31-24 E. 120.6 feet, N. 7-33 E. 86.9 feet, to a point being a common corner of property now or formerly of Lois O. Jones; thence with the common line of said Jones Property N. 26-00 W. 242 Feet, crossing a reference iron pin 11 feet after leaving said branch, to a new iron pin; thence continuing along said Jones Property N. 14-15 W. 877 feet to a railroad spike in the center of Pelham Road, crossing a reference iron pin at 33 feet from said railroad spike; thence along the center line of Pelham Road S. 81-00 W. 401.2 feet to a railroad spike, the point of beginning.

The above described property is the same acquired by the Mortgagor by deed from Lance Enterprises, A General Partnership, of even date herewith.

The Mortgagor intends to subdivide the subject property into residential lots in a subdivision to be known as "Ashwicke." The Mortgagor herein reserves the right to have released from the lien of this Mortgage any lot upon payment to the Mortgagee or the owner and holder of this Mortgage the sum of Thirteen Thousand (\$13,000.00) Dollars which amount shall be applied to the principal debt due on note which this Mortgage secures. Upon payment of the release amount the Mortgagee will execute, upon request by the Mortgagor, a release of the subject lot in proper legal form. Mortgagor reserves the right to have released from the lien of this Mortgage without payment of any consideration, all roads and streets to be developed and conveyed to any public authority.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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