

12 Charlbury Street  
Greenville, S.C. 29607

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MORTGAGE OF REAL ESTATE -

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GREENVILLE CO. S.C.

BOOK 1829 PAGE 724

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

Oct 7 2 55 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TAMPERSLEY  
R.M.C.

WHEREAS, GILREATH/SMALL DEVELOPMENT COMPANY, A GENERAL PARTNERSHIP,

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
MILDRED HUNT BISHOP

(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 EIGHTY-SEVEN THOUSAND SEVENTY-FIVE & NO/100-----Dollars (\$ 187,075.00 ) due and payable in four equal payments of principal in the amount of \$39,000.00 each and a fifth (5th) and final payment of principal in the amount of \$31,075.00, together with interest on the outstanding unpaid balance computed at the rate of 12% per annum, the first such payment of principal and interest due one year from the date hereof, with the final payment due on \_\_\_\_\_, 1989.

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

ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, containing 31.347 acres, more or less, as shown on survey entitled, "Survey for Gilreath/Small Development", dated August 24, 1983, prepared by C. O. Riddle, RLS, recorded in Greenville County R.M.C. Office in Plat Book 10-C, at Page 12, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin in the right-of-way of Knollwood Drive, at the joint corner of the within tract and tract belonging now or formerly to Charlie J. and Evelyn H. Reeves; and running thence, with the joint line of said property, S. 18-09-40 E. 330.15 feet to an old iron pin; thence S. 18-13 E. 1,094.86 feet to an old iron pin in the line of property now or formerly of Max M. Heller and Knollwood Heights Subdivision; thence, along the line of Knollwood Heights Subdivision, S. 21-37-32 W. 257.05 feet to an old iron pin; thence S. 50-56 W. 614.25 feet to a point; thence N. 41-57-16 W. 460.61 feet to an old iron pin; thence N. 39-20-23 W. 233.57 feet to a point within the right-of-way of Knollwood Drive; thence N. 13-21-43 W. 698.69 feet to a point which lies to the North of the right-of-way of Knollwood Drive; thence N. 44-03 E. 635.81 feet to an old iron pin in the right-of-way of Knollwood Drive; thence N. 43-20-44 E. 439.80 feet to an old iron pin at the joint corner of the within tract and property now or formerly of Charlie J. and Evelyn H. Reeves, the point and place of beginning.

This is the same property conveyed to the Mortgagor by deed of Mortgagee to be recorded herewith.

The Mortgagee agrees that she shall, upon the written request of the Mortgagor, release the within-described property from the lien of the within Mortgage upon delivery to Mortgagee of substituted collateral in the form of an unconditional Letter of Credit issued by a commercial banking institution to the account of the Mortgagee and in the amount of the then-outstanding principal balance of the Note which this Mortgage secures.

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OFFICE OF THE CLERK OF THE COURT  
COUNTY OF GREENVILLE, S.C.  
RECORDED  
INDEXED  
STAMP  
TAX 7484

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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