

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S.C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

B & H, a Partnership
DONNIE S. TANKERSLEY
R.M.C.

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

H. L. ROSAMOND, S. A. PHILPOT,

SALLY P. HALL and I. HENRY PHILPOT, Jr.

(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

FIFTY-SIX THOUSAND ONE HUNDRED Dollars (\$ 56,100.00) due and payable

in three (3) equal, annual installments of \$18,700.00, on March 6, 1985, March 6, 1986,
and March 6, 1987,on the outstanding balance
with interest thereon from date at the rate of 12% per centum per annum, to be paid computed
and brought current with each installment

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, containing 30.6 acres, more or less, situate, lying and being in Greenville County, South Carolina, being shown and designated as "SURVEY FOR I. H. PHILPOT, et al.", on a Plat prepared by Williams and Plumlee, Inc., dated February 27, 1981, recorded in the RMC Office for Greenville County in Plat Book 10-K, at Page 4 and having, according to said Plat, the following metes and bounds:

BEGINNING at a nail and cap at the intersection of White Horse Road and Finley Bridge Road, said cap being on the western side of White Horse Road and in the center of Finley Bridge Road and running thence with the western side of White Horse Road, the following courses and distances: S 26-43 W, 72.1 feet to an iron pin; thence S 24-47 W, 100.9 feet to an iron pin; thence S 22-26 W, 101.1 feet to an iron pin; thence S 19-14 W, 101.1 feet to an iron pin; thence S 17-03 W, 100.9 feet to an iron pin; thence S 14-37 W, 101.0 feet to an iron pin; thence S 12-00 W, 101.0 feet to an iron pin; thence S 9-18 W, 101.0 feet to a nail cap; thence S 6-28 W, 101.1 feet to an iron pin; thence S 3-44 W, 101.1 feet to an iron pin; thence S 1-00 W, 105.4 feet to an old iron pin; thence leaving White Horse Road and running S 79-14 W, 526.1 feet to an old iron pin; thence N 30-39 W, 137.1 feet to an old iron pin; thence S 60-39 W, 150.0 feet to an iron pin in the center of Chandler Road; thence with the center line of Chandler Road, the following courses and distances: N 19-59 W, 164.4 feet to an iron pin; thence N 24-25 W, 151.5 feet to an iron pin; thence N 16-54 W, 192.5 feet to an iron pin; thence N 37-35 W, 93.6 feet to an iron pin; thence N 28-56 W, 113.5 feet to an iron pin; thence N 37-04 W, 99.0 feet to an iron pin; thence N 20-22 W, 81.2 feet to an iron pin; thence N 12-21 W, 203.7 feet to an iron pin, and thence N 21-01 W, 120.8 feet to an iron pin in the center of Chandler Road; thence leaving Chandler Road and running N 45-51 E, 465.3 feet to a new iron pin; thence S 64-57 E, 501.2 feet to an old iron pin; thence S 78-41 E, 197.1 feet to a nail cap in the center of Finley Bridge Road; thence with Finley Bridge Road, S 78-32 E, 464.7 feet to a nail cap in the center of White Horse Road, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of H. L. Rosamond, S. A. Philpot, Sally P. Hall and I. Henry Philpot, Jr., dated February 29, 1984, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

Mortgagees' address: I. Henry Philpot, Jr., 115 Broadus Avenue, Greenville, SC 29601

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 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.