

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

VOL 1684 PAGE 115

FILED
GREENVILLE S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 2 12 15 PM '84

WHEREAS, W. R. MARTIN CORP. DONOR
DOMESTIC PARTNERSLEY
R.M.C.

HAROLD L. COOPER

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

(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 Two Hundred Seventy-Seven Thousand and 00/100ths Dollars (\$ 277,000.00) due and payable

according to the terms of that certain Note of even date

with interest thereon from date at the rate of ten (10%) 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:

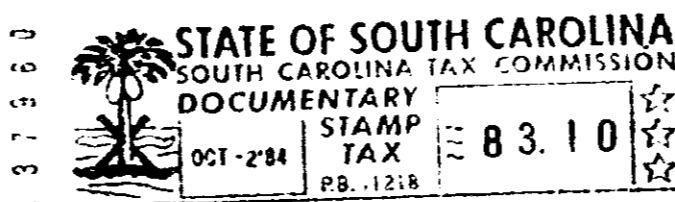
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 tract of land, lying in the State of South Carolina, County of Greenville, being shown and designated as 108.33 acres on survey made for W. R. MARTIN CORP., prepared by Enwright Associates, Inc., dated September 13, 1984 and recorded in the R.M.C. Office for Greenville County in Plat Book 102 Page 4, and having such metes and bounds as described thereon.

This is the same property conveyed to the Mortgagor herein by Deed of Harold L. Cooper of even date to be recorded herewith.

IN THE EVENT OF SALE OF THE ENTIRE ABOVE-DESCRIBED PREMISES, THIS MORTGAGE AND THE NOTE IT SECURES MAY BE ASSUMED UNDER THE SAME TERMS BY THE PURCHASER, HIS HEIRS AND ASSIGNS. IN THE EVENT OF A SALE BY MORTGAGOR, HIS HEIRS OR ASSIGNS, OF ANY PORTION LESS THAN THE WHOLE OF THE SAID PREMISES, MORTGAGEE AGREES TO RELEASE AND REFINANCE SUCH PORTION UPON THE SAME TERMS PROVIDED IN THE NOTE OF EVEN DATE, SUBJECT TO CREDIT APPROVAL OF SUCH PURCHASER BY THE MORTGAGEE, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD. MORTGAGEE AGREES TO RELEASE FROM THIS MORTGAGE, ANY PORTION UPON PAYMENT OF A RELEASE AMOUNT EQUAL TO THREE-THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS (\$3,500.00) PER ACRE.



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.