

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEMORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HIGHLAND FARMS ASSOCIATES, INC., A NORTH CAROLINA CORPORATION

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES R. MANN

(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 FORTY-SIX THOUSAND ONE HUNDRED SEVENTY-FIVE

AND NO/100-----Dollars (\$ 146,175.00 ) due and payable

IN ONE HUNDRED TWENTY (120) equal monthly installments of One Thousand Nine Hundred -  
Thirty-One and 71/100 (\$1,931.71) Dollars per month beginning on December 7, 1984 and  
continuing monthly until paid in full.

with interest thereon from November 7, 1984 at the rate of 10% per centum per annum, to be paid: AS SET OUT

ABOVE.

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 lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being shown and designated as 162.4 acres and 32.5 acres (total 194.9 acres) on a plat of Property of James R. Mann prepared by W. R. Williams, Jr., on August 5, 1984 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 10-2, at Page 40441, reference being made to said plat for a more particular description thereof.

This property is also known as Block Book 667.1-1-5 and 667.1-1-5.3 on the records of the Office of Block Book for Greenville County, South Carolina.

THE Note may be paid in full at any time without penalty.

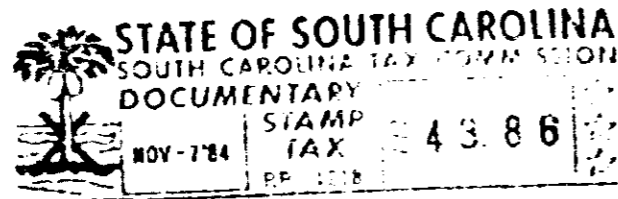
THE Note is assumable on its original terms.

IT is expressly agreed and understood that the Mortgagee shall release from this Mortgage parcels in minimum portions of Ten (10) acres at \$1,000.00 per acre; however, any portion of property lying within 1500 feet of Panther Road or of the southeast property line of said property (S.40-27 W., 1452 feet) per the above-referenced plat shall be released at \$1,500.00 per acre. In either of the above events, the releases, upon payment, will reduce the principal balance of the loan and payments on the Note will be adjusted to permit the original Ten (10) year payoff.

Derivation: Deed Book 1225, Page 802 - James R. Mann 11/7/84

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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.

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