

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE} FILED
GREENVILLE CO. S.C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:WHEREAS, WE, EDWARD E. WILLIAMS, III and MARKLEY LEE JONES
DONNIE S. TANKERSLEY

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

RILEY PENDERGRASS

c/o Henry P. Willimon, PO Box 1075
Greenville SC 29602

(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 Fourteen Thousand Five Hundred Sixty-Five and

no/100 ----- Dollars (\$ 214,565.00) due and payable

in accordance with terms of note of even date

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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:

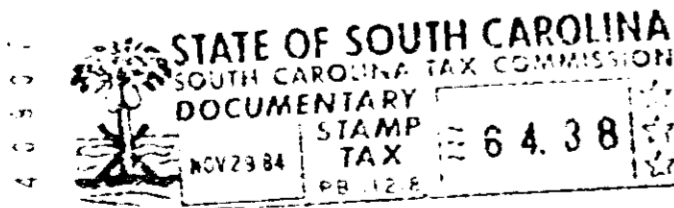
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 signing 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, the Mortgagee's heirs, 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, in Austin Township, containing 52.3 acres, as shown on survey by W. R. Williams, Jr. dated November 27, 1984, recorded in the RMC Office for Greenville County, S. C. in plat book 10-7 page 66467 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an i.n. on the northeast side of Mauldin Road, and running thence across said road and continuing S. 59-07 W. 384.5 feet to a point in the center of Laurel Creek; thence continuing with the center of said Creek as the line N. 12-25 W. 221.9 feet to a point in creek; thence N. 25-23 E. 212.9 feet to i.n. in center of bridge on Mauldin Road; thence continuing N. 10-53 E. 87.1 feet to point; thence with center of Laurel Creek N. 15-59 E. 251.5 feet; N. 27-12 E. 246.4 feet; N. 80-21 E. 109.6 feet; N. 0-20 E. 56.9 feet; N. 60-01 E. 101.1 feet; N. 15-37 W. 54.8 feet; N. 12-25 E. 119.3 feet; N. 13-15 E. 108.3 feet; N. 73-51 E. 73.1 feet; N. 5-46 W. 58.8 feet; N. 36-59 E. 93.9 feet; N. 71-34 E. 84.5 feet; N. 57-51 E. 186.9 feet; N. 81-59 E. 196.0 feet; S. 48-38 E. 107.0 feet; N. 66-08 E. 99.4 feet; S. 65-44 E. 41.1 feet; S. 80-24 E. 92.9 feet; N. 89-47 E. 332.4 feet; N. 61-49 E. 67.4 feet; S. 34-57 E. 55.5 feet; S. 76-04 E. 242.1 feet; N. 48-39 E. 119.7 feet; N. 62-00 E. 271.6 feet; thence turning and running thence with line of Mauldin Road Properties S. 7-15 E. 20 feet to i.o.; thence S. 7-15 E. 671.3 feet to old iron beam corner of Childress Const. property; thence S. 59-56 W. 588.8 feet to i.o. corner of Dodenhoff et al property; thence S. 59-34 W. 119.9 feet to i.o.; thence S. 59-58 W. 335.5 feet to old iron beam; thence with Young Estate property S. 61-02 W. 568.8 feet to old iron beam corner of Fowler Estate property; thence N. 58-28 W. 315.7 feet to old iron beam; thence turning and running thence S. 59-07 W. 466.1 feet to i.n. the point of beginning at Mauldin Road.

LESS HOWEVER 0.9 acres included in Mauldin and/or S.C. Highway # 107 rights of way.

This is the same property conveyed to mortgagors by Riley Pendergrass by deed of even date herewith, to be recorded.



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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