

BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1700 E. NORTHST., GREENVILLE, S.C. 29602
MORTGAGE OF REAL ESTATE.

GREENVILLE, SC, FILED

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

HAROLD H. SMITH, ESQ., FROM THESE PRESENTS MAY CONCERN:

DOUGLAS C. MCKERSLEY
R.M.C.

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WHEREAS, COLLINS CREEK, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE SOUTH CAROLINA NATIONAL BANK, Post Office Box 969, Greenville, South Carolina, 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 Fifty-Five Thousand and No/100- Dollars (\$255,000.00) due and payable

on or before one (1) year from the date hereof,

RECORDED WILLIS CREEK, SECTION TWO, dated July 30, 1979, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 57, containing 28.89 acres, reference to said deed and said plats being hereby craved for a more complete and accurate description.

This being the same property conveyed to the Mortgagor herein by deed of Babbs Hollow Development Company, a General Partnership, recorded in the Greenville County RMC Office on April 9, 1982, in Deed Book 1165 at Page 177.

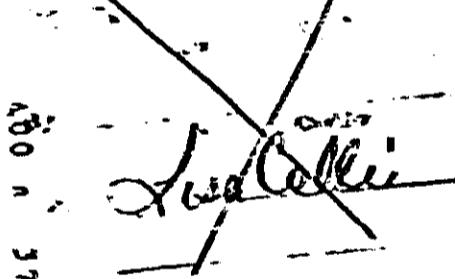
Following such time when the Mortgagor shall have caused a plat to be prepared dividing the property described above into subdivision lots, the Mortgagee shall have the right to obtain releases of individual lots from the lien of the within mortgage upon payment to the Mortgagee of the sum of \$25,000.00 for each lot released.

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deed of Babbs Hollow
Development Co., Inc.
Greenville, S.C.
RMC

Jeanne H. Culver
8/16/82
Collins Creek
Douglas P. McKersley

Together with all and singular rights, members, tenements, 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 fixed 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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