

BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDEMIRE, P.A., SUITE 15, 1700 E. NORTH ST., GREENVILLE, S.C. 29602

MORTGAGE OF REAL ESTATE

BOOK 1571 PAGE 12

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE COUNTY MORTGAGE OF REAL ESTATE

FROM THESE PRESENTS MAY CONCERN:

BOOK 77 PAGE 1570

SONNERSLEY
P.A.C.

WHEREAS, COLLINS CREEK, INC.

(hereinafter referred to as Mortgagee) is well and truly indebted unto THE SOUTH CAROLINA NATIONAL BANK, Post Office Box 969, Greenville, South Carolina, 29602

(hereinafter referred to as Mortgage) as evidenced by the Mortgagee'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,

situated within GREENVILLE COUNTY, GREENVILLE, SOUTH CAROLINA, created JULY 30, 1979, RECORDED IN THE GREENVILLE COUNTY REC 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 Mortgagee herein by deed of Babbs Hollow Development Company, a General Partnership, recorded in the Greenville County REC Office on April 9, 1982, in Deed Book 1165 at Page 177.

Following such time when the Mortgagee 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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AUG 1 1982

Handwritten signature: Sue Collier

Handwritten signatures: James H. Williams, David L. Williams, Dennis P. Williams

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2000
SONNERSLEY
AUG 18 3 46 PM '82

Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may now 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 whatsoever lawfully claiming the same or any part thereof.

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