

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

BOOK 1220 PAGE 445

JAN 27 1 48 PM '77 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH  
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, American Development Company, a partnership,

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

Threatt-Maxwell Enterprises, Inc.

(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 Ninety-One Thousand, Eight Hundred Forty and No/100

Dollars (\$ 91,840.00) due and payable

Due and payable on January 19, 1973,

(7%)

with interest thereon from date at the rate of seven / per centum per annum, to be paid: at maturity.

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:

those  
"ALL ~~that~~ certain piece<sup>s</sup>/parcel<sup>s</sup>/or lot<sup>s</sup> of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as are more fully shown on a survey for American Development Corporation prepared by Piedmont Engineers and Architects, dated November 23, 1971, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the rear line of Lot 404, Belle Meade, Section 4, and running thence with the rear lines of Lots 404 through 416, inclusive, S. 32-57 W. 1059.95 feet to an iron pin at the joint rear corner of Lots 416 and 417; thence with the rear line of Lots 417 and 418, S. 33-03 W. 263.7 feet to an iron pin on the northern edge of Pine Creek Court; running thence S. 33-02 W. 221.8 feet to an iron pin; thence N. 85-31 W. 411 feet to an iron pin in the line of property of Richard Davis; thence with the line of said property, N. 31-23 E. 1038.26 feet to an iron pin in the line of property of Threatt-Maxwell Enterprises, Inc.; thence along the line of said property, N. 32-29 E. 535.81 feet to an iron pin; thence N. 32-27 E. 167.9 feet to an iron pin in the line of property of Threatt-Maxwell Enterprises; thence S. 57-03 E. 395.8 feet to the point of beginning. Said property is composed of a tract containing 13.72 acres and a tract containing 0.76 acre.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as the northern portion of Lot 406 of a subdivision known as Belle Meade IV according to plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book QQ at Page 103 and a portion of said property is also shown on a plat entitled "Property of Derby Heights" prepared by Webb Surveying and Mapping Company, dated March 1966, recorded in the R. M. C. Office for Greenville County in Plat Book MMM at Page 61 and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Pine Creek Court at the joint front corner of Lots 405 and 406 and running thence with the joint line of said lots, N. 57-42 W. 194 feet to an iron pin at the joint rear corner of Lots 405 and 406 and running thence with the rear line of Lot 406, S. 32-08 W. 40 feet to a point; running thence along a line through Lot 406, S. 57-42 E. 169 feet, more or less, to an iron pin located on the curvature of the intersection of Pine Creek Court and the portion of Lot 406 identified as "Street" in Plat Book MMM at Page 61 and running thence with the curvature of said intersection, the chord of which is S. 12-57 E. 35.4 feet to a point on the northwestern side of Pine Creek Court; running thence N. 32-08 E. 65 feet, more or less, to the point of beginning.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

For Release Unit 7 Highlands Horizontal App. Regime, see R.E.M. Book 1247 pg. 33  
For Release Unit 9 Highlands Horizontal, Com. Regime see R.E.M. Book 1247 page 127

For Subordination Agree. see R.E.M. Book 1244 page 426  
For Subordination Agree. see R.E.M. Book 1221 page 248.