

MORTGAGE OF REAL ESTATE BY A CORPORATION

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FILED
GREENVILLE CO. S. C.
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ELIZABETH RIDDLE
R.M.C.

State of South Carolina
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SAND-TAR DEVELOPERS, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, Sand-Tar Developers, Inc.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted to the mortgagee Edward D. Gilmer

in the full and just sum of Eighty Thousand and No/100 (\$80,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as follows:

Interest only on October 27, 1973. Five principal payments of \$16,000.00 each, plus interest on the unpaid principal balance, shall be due and payable on the tenth (10th) day of each January in the years 1974, 1975, 1976, 1977 and 1978 without the right or privilege of anticipation,

with interest from date, at the rate of seven (7%)

percentum until paid; interest to be computed and paid as provided above

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said

Edward D. Gilmer, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with any buildings and improvements thereon, containing 30.44 acres located on both sides of Devenger Road (S. C. Hwy. 313), on both sides of Boiling Springs Road (S. C. Hwy. 447), at its intersection with Devenger Road and on both sides of Old Boiling Springs Road (S. C. Hwy. 653), at its terminus into Boiling Springs Road in the County and State aforesaid and being more particularly shown on a survey plat made by C. O. Riddle, dated October, 1972, for Sand-Tar Developers, Inc., the mortgagor herein, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-5, page 44, and having,

For Placement see P. 3 in Book 1255 page 267