FILED GREENVILLE CO. S. C. ~ 1311 na575

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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

WHEREAS, VENTURE DEVELOPMENT, a South Carolina Partnership consisting of Harry H. Payne, III, Joseph C. Hooper and Tommy S. Oakley (hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank and Trust Company, Greenville, South Carolina

(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

One Hundred Twenty Thousand and 00/100 ----- Dollars (\$120,000.00 ) due and payable

with interest thereon from date hereof at the rate of 10-1/2 per centum per annum, to be paid: principal and interest in monthly installments sufficient to amortize the debt over fifteen (15) years with the unpaid principal and accrued interest due and payable on May 27, 1984 in one final installment on May 27, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land, with all improvements thereon, lying and being on the south side of Rutherford Road, near the town of Taylors, County of Greenville, State of South Carolina, being parcel A of the property shown on a Plat of the property of Venture Development, prepared by Campbell & Clarkson Surveyors, Inc., recorded in the RMC Office of Greenville County in Plat Book 50 at Page 108, consisting of approximately 2.09 acres and having the following metes and bounds, to-wit:

BEGINNING at a point located on the southeastern side of the right-of-way of Rutherford Road; thence along said southeastern side of said right-of-way S. 75-54 E. 526.1 feet to a point; then turning and leaving said right-of-way and proceeding S. 3-28 W. 70 feet to a point located on the northern side of the right-of-way of the P & N Railroad; thence S. 3-28 W. 57.5 feet to a point in the center of said P & N Railroad; thence along the center of said Railroad N. 86-33 W. 517 feet to a point; thence N. 3-27 E. 57.5 feet to a point on the northern side of said Railroad right-of-way; thence N. 3-27 E. 167.2 feet to the point of beginning.

The above property was conveyed to the Mortgagor by Deed dated September 18, 1973 and recorded in the RMC Office of Greenville County in Deed Book 984, Page 282.



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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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