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STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GREENVILLE CO. S. C.

18 10 13 1977  
CONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, F. H. Gillespie has guaranteed the performance by Davis Mechanical Contractors, Inc. of a certain agreement dated January 19, 1977 between Davis and G. Maurice Ashmore, Ernest W. Donald, Mack A. Ashmore, and William P. Haas, as their interest may appear, and is executing this Mortgage to secure said guarantee,

AND

WHEREAS, Butler Joint Venture (hereinafter referred to as Mortgagor) is willing to execute this mortgage to secure said guarantee by said F. H. Gillespie,

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid <sup>guarantee</sup> 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All that Piece, parcel or lot of land in Butler Township on the northerly side of Pelham Road, Greenville County, S. C., as shown on plat prepared by Robert R. Spearman, August 5, 1972, recorded in the Office of the RMC for Greenville County in Plat Book 4-T, page 7, and containing 93.93 acres.

Being the same property as conveyed to Butler Joint Venture by Deed recorded in Deed Book 951, page 361, dated August 8, 1972, and recorded August 9, 1972.

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

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