c/o Fred L. Roper
Mountain Brook
Aiken 29801

MORTGAGE OF REAL ESTATE–Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Jan 24 4 36 PM '77

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. A. PIERCE, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kenneth T. Black, as Trustee under Trust Agreement between Sandra Coley, Nancy A. Roper and Kenneth T. Black, dated September 18, 1973 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1008/191. (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

Ten Thousand Six Hundred and No/100 Dollars ($ 10,600.00) due and payable

25 years from date or upon refinancing of the 87 acre tract that serves as security for the Federal Land Bank Loan to Kenneth T. Black, whichever first occurs,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: annually

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, the Mortgagee's heirs, successors and assigns:

[redacted]

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 87 acres, more or less, as shown on a plat of Kenneth Black Property, prepared by Jones Engineering Service on August 22, 1973, and having according thereto the following courses and distances:

BEGINNING at a point in the center of S. C. Highway No. 186, and running thence N. 79-00 W. 389.4 feet to an iron pin; thence N. 11-30 W. 445.5 feet to an iron pin; thence N. 79-00 W. 1,689.6 feet to a beech tree on the bank of South Saluda River; thence along the center of said River as the line as follows: S. 20-00 E. 750 feet; S. 20-00 W. 400 feet; S. 15-00 E. 300 feet; S. 35-00 W. 400 feet; S. 73-00 W. 300 feet; S. 83-30 W. 400 feet; S. 48-30 W. 200 feet; and S. 43-30 W. 250 feet; thence S. 47-00 E. 421 feet to an iron pin; thence N. 88-00 E. 351 feet to an iron pin; thence N. 53-00 E. 554.4 feet to an iron pin; thence N. 62-00 E. 629 feet to an iron pin; thence S. 43-00 E. 1,320 feet to an iron pin in the old road; thence along the center line of said old road as follows: N. 83-24 E. 100 feet; N. 62-19 E. 100 feet; N. 32-02 E. 100 feet; N. 15-02 E. 100 feet; N. 4-37 E. 100 feet; and N. 6-53 W. 172 feet on the bank of the new road; thence N. 78-00 W. 231 feet to an iron pin; thence N. 16-00 E. 376.14 feet to an iorn pin; thence S. 78-00 E. 231 feet to the center of the new road; thence along the center of said road N. 16-00 E. 50 feet to a point; thence N. 15-02 E. 360 feet to the point of beginning.

This is the sane property conveyed to Mortgagor herein by deed of Kenneth T. Black, Individually and as Trustee under Trust Agreement dated September 18, 1973, dated this date and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1057, at Page 152.

This is a second mortgage, being junior in lien to a first mortgage on the above described premises executed by Kenneth T. Black to the Federal Land Bank of Columbia in the face amount of $30,000.00, dated September 18, 1973 and recorded that date in the R.M.C. Office for Greenville County, S. C. in Real Estate Mortgage Book 1291, at Page 109.

DOCUMENTARY STAMP TAX P.B. 11218 04.24

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 is 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.