

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
CO. S. C.  
JAN 9 15 PM '81  
DONNIE S. TANKERSLEY  
R.H.C.

1000-710

**MORTGAGE  
OF  
REAL PROPERTY**

THIS MORTGAGE, executed the ... 9th ... day of ... January ... 19 81 ... by  
Hearthston Builders, A.S.C., Partnership (hereinafter referred to as "Mortgagor")  
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is ...  
South Main Street, Greenville, South Carolina

**WITNESSETH:**

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order  
to secure the payment of a promissory note including any renewal, extension or modification thereof  
(hereinafter referred to as the "Note"), dated January 9, 1981, to Mortgagee for the principal  
amount of Forty Five Thousand and No/100-- (\$45,000.00) Dollars, plus interest thereon  
and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances  
that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal,  
extension or modification thereof or evidenced by any instrument given in substitution for said Note,  
Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of  
Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and  
assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that piece, parcel or lot of land situate, lying and being in the State of  
South Carolina, County of Greenville, being shown and designated as Lot No. 21  
on a final plat of Henderson Forest Subdivision (formerly Terrydale Subdivision)  
made by Campbell & Clarkson, Surveyors, Inc., dated June 9, 1971, and recorded  
in the R.M.C. Office for Greenville County in Plat Book 4R, and having according  
to said Plat the following metes and bounds to-wit: Page 41

Beginning at an iron pin on the western side of Dahlglen Avenue at the joint  
corner of lots 21 and 22 and running thence along the common line of said lots  
N. 80-00 W. 132.55 to an iron pin; thence running N. 6-16 E. 80.7 feet to an  
iron pin; thence running along the common line of lots 20 and 21 S. 79-47 E.  
137.7 feet to an iron on the western side of Dahlglen Avenue; thence along  
Dahlglen Avenue S. 9-55 W. 80 feet to an iron pin being the point of beginning.

This is the same property conveyed to the mortgagors by Deed of James Randolph  
Walker and Janice Duritzo Walker recorded in the R.M.C. Office for Greenville  
County in Deed Book 1137, Page 964 on November 26, 1980.

STATE OF SOUTH CAROLINA  
RECORDS & DEEDS  
GREENVILLE COUNTY  
JAN 12 1981  
\$12.00

**TOGETHER** with all and singular rights, members, hereditaments and appurtenances belonging or in  
any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all  
fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in  
any reference thereto):

**TO HAVE AND TO HOLD** all and singular the Property unto Mortgagee and the heirs, successors or  
assigns of Mortgagee forever.

**MORTGAGOR** covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that  
Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the  
Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further  
covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs,  
successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully  
claiming the same or any part thereof.

**PROVIDED ALWAYS**, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee,  
that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

570

4328 RV-2