MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

7

SOUNCE STATE

OO. S. C. MORTGAGE OF REAL ESTATE

DONNIE STANKERSLEY

WHEREAS, Builders & Developers, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Milford H. Sutherland, Addie L. Sutherland, Lucille S. Severance, Edgar S. Sutherland, Adeline V. Long, Lynette V. Barbrey, Mrs. Whit Griffin, and L. J. Vaughn, Jr.,

(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

Eighty-One Thousand, Six Hundred Sixty-Six and 66/100-----Dollars (\$81,666.66---) due and payable in two annual installments, the first installment being due February 18, 1982 and the second and final installment being due February 18, 1983, each installment being in the amount of Forty Thousand Eight Hundred Thirty-Three and 33/100 (\$40.833.33),

with interest thereon from date

106

at the rate of ten (10%) 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 Mortgagor 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 (\$3.00) 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 situate, lying and being in the State of South Carolina, County of Greenville, as shown on a survey entitled "Survey for Amos C. Sutastiand Estate" dated January 31, 1981, prepared by J. L. Montgomery, III, R.L.S., said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8-I at Page 70, and having, according to said survey, the following metes and bounds, to-wit:

BEGINES at an iron pin on the northern edge of East Georgia Road, joint corner of property now or formerly owned by Bayne and running thence N. 12-40 W. 480.99 feet to an old stone; thence running along property now or formerly of J. B. Jones and Frances E. Jones N. 79-25 W. 133.98 feet to an iron pin; thence N. 5-20 E. 107.58 feet to an iron pin; thence continuing along property now or formerly of Jones N. 21-07 E. 206.16 feet to an iron pin; thence N. 20-20 E. 250.14 feet to an iron pin at the edge of a branch; thence with the branch as the line, the traverse is as follows: N. 17-52 E. 110.02 feet; thence N. 8-19 E. 345.25 feet; thence N. 23-19 W. 100.6 feet; thence N. 12-20 W. 143.81 feet; thence N. 73-05 W. 97.1 feet; thence N. 27-30 W. 186.77 feet to an iron pin on the edge of the branch; thence leaving said branch and running along property now or formerly of Paul A. Moore, Jr., S. 41-41 W. 1565.6 feet to an iron pin; thence N. 45-39 W. 355.64 feet to an iron pin; thence S. 18-52 E. 598.61 feet to an iron pin; thence along property now or formerly of King, and Finnell, et al, S. 66-22 E. 1051.99 feet to an iron pin on the northern edge of East Georgia Road; running thence along the northern edge of East Georgia Road N. 86-02 E. 305.8 feet to an iron pin, the point of beginning, containing 33.1 acres, more or less, according to said plat.

This being the same property conveyed to the Mortgagor by deed of Milford H. Sutherland, et al, to be recorded herewith.

The Mortgagees hereby covenant and agree to release any and all portions of the within described property from the lien of this mortgage at the request of the Mortgagor upon the payment of a proportionate amount of the mortgage balance per acre to be released.

The interests of the respective mortgagees in this mortgage and the Note secured hereby is as follows: Milford H. Sutherland 20%, Addie L. Sutherland 20%, Lucille S. Severance 20%, Edgar S. Sutherland 20%, Adeline V. Long 5%, Lynette V. Barbrey 5%, Nrs. Whit Griffin 5%, L. J. Vaughn, Jr. 5%.

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 hid 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 livins and encumbrances except as provided farein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

328 RV-2