

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgagee's Address:
Washington Avenue
P. O. Box 8476, Sta. A
Greenville, S.C. 29604

1557-651

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CC. EG. C S.C. 17 AM '81

WHEREAS, DONALD M. BOSTIC and DEBBIE D. BOSTIC, as guarantors,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FRANK ULMER LUMBER COMPANY, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of Crown Construction Company of Greenville, South Carolina, Inc., and Kenith H. Bostic, individually; and (DONALD M. BOSTIC, PEGGY A. BOSTIC, and DEBBIE D. BOSTIC, as guarantors) executed of even date herewith, the terms of which are incorporated herein by reference, in the sum of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS, due and payable Five Thousand and 00/100 (\$5,000.00) Dollars on or before November 30, 1981, and Five Thousand and 00/100 (\$5,000.00) Dollars on or before December 31, 1981, without interest.

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, 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 GREENVILLE:

ALL that piece, parcel or tract of land situate, lying and being on the western side of Pine Drive, in Greenville County, South Carolina, designated as Lot "C", and containing 6.16 acres, more or less, as shown on a plat prepared by R. B. Bruce, Surveyor, dated July 7, 1981, entitled Property of "Rice Corporation" recorded in the R.M.C. Office for Greenville County in Plat Book 8-N, at page 48; reference to said plat is herein craved for the metes and bounds description thereof. EXCLUDED FROM THE PROPERTY HEREINABOVE, is one (1) acre, more or less, conveyed by Donald M. Bostic and Debbie D. Bostic unto Kenneth A. Shirley and Margaret V. Shirley by deed recorded in Deeds Book 1157, at page 555, on October 30, 1981, and having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of Pine Ridge Drive, joint front corner of Lots "C" and "B", and runs thence as common line of Lot "B", N. 7-48 W. 293 feet to new iron pin; thence a new line, S. 76-37 E. 159.3 feet to new iron pin; thence a new line, S. 7-48 E. 293 feet to old iron pin on western side of Pine Ridge Drive; thence with the western side of Pine Ridge Drive, N. 76-37 W. 159.3 feet to the beginning corner and containing one (1) acre, more or less.

ALSO, an easement unto the mortgagee and its heirs and assigns forever, running with the land for egress and ingress, installation of utilities and all other purposes in and to Pine Drive as shown on recorded plat in Book 8-N, at page 48, which easement is 50 feet in width, more or less, along its length, and shall be a common easement for the use and benefit of all lots shown on said plat heretofore described, together with an individual interest with other lot owners on a pro-rata basis in and to the ownership of said strip so that upon conveyance of all lots, each lot will be vested with a non-exclusive easement in and to said strip and ownership of the same shall be vested in all lot owners as tenants in common.

This being a portion of that property conveyed unto the mortgagors by deed of Rice Corporation, recorded in the R.M.C. Office for Greenville County on July 20, 1981 in Deed Book 1152, at page 11.

DOCUMENTARY STAMP

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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