

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, PELHAM OAKS RACQUET & SWIM CLUB, INC. (doing business as Shadow Oaks Racquet Club)

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST CO.

(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

Fifty Five Thousand and 00/100----- Dollars (\$55,000.00) due and payable  
120 days from date

with interest thereon from date at the rate of 2% over ~~XXXXXXXXXXXXXXXXXXXX~~ the prime rate to be adjusted when the prime rate at First Piedmont Bank and Trust Company changes. Interest paid at maturity.

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:

"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, on the south side of Pelham Road, containing 7.55 acres as shown on plat of property entitled "Pelham Oaks Racquet & Swim Club, Inc." prepared by Campbell & Clarkson Surveyors, Inc. dated February 7, 1974 and recorded in plat book 5B at page 75 in the RMC Office for Greenville County, S. C. and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Pelham Road located approximately 178.5 feet west of Bridle Path Lane and running thence S. 7-05 E. 326.03 feet to an iron pin; thence N. 65-41 E. 238.49 feet to an iron pin; thence N. 87-03 E. 178 feet to an iron pin; thence S. 11-25 E. 443.50 feet to an iron pin; thence S. 78-39 W. 729.96 feet to an iron pin; thence N. 7-10 W. 443.68 feet to an iron pin; thence N. 87-46 E. 240 feet to an iron pin; thence N. 7-05 W. 344.14 feet to an iron pin located on the southern side of Pelham Road; thence running with Pelham Road, N. 85-42 E. 50 feet to an iron pin, the point of BEGINNING.



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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