

GREENVILLE CO. S. C.

FILED GREENVILLE CO. S. C.

MAR 7 2 44 PM '77 1882 702 1261 336

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 13 4 00 PM '77
DONNIE S. TANKERSLEY
MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Patterson-Taylor Builders, Inc., a corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Paul F. Haigler, Jr. and G. Maurice Ashmore,

(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

Seventy Thousand and No/100-----Dollars (\$ 70,000.00) due and payable

as set out in note of even date

with interest thereon from date at the rate of 10% per centum per annum, to be paid: as set out in note of even date

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, in Butler Township, fronting on a county road and lying to the rear of property of Alvin Leroy Hudson fronting on Boiling Springs Road, and consisting of twenty (20) acres, more or less, and shown on a plat entitled "Survey of Maude Davis Hudson" dated March 31, 1971, by Carolina Surveying Company, said plat being recorded in the RMC Office for Greenville County in Plat Book 4-I at Page 147, and having, according to said plat, the metes and bounds hereinbelow set out. This property is also shown on a plat of Patterson-Taylor Builders, Inc. dated March, 1976, prepared by C. O. Riddle, recorded in the RMC Office for Greenville County in Plat Book 5-0 at Page 56, on March 19, 1976, said plat being signed by the mortgagees herein and by John S. Taylor, Jr., said plat being incorporated herein by reference thereto and made a part hereof, less however, from the lien of this mortgage Tracts 19-A, 19-B and 19-C as shown on plat The property is particularly described as a tract as follows: of Quail Ridge

BEGINNING at an old iron pin in said county road, said old iron pin being ^{Subdivision referred to herein-above} approximately at the Southeastern terminus of the boundary line of the property of Alvin Leroy Hudson, and running thence along said county road, N. 19-07 W. 1065.8 feet to an old iron pin lying 1124 feet, more or less, from Julian Road, thence N. 32-0 E. passing over two old iron pins, 401.5 feet to an old iron pin at the corner of property of M. A. Hudson; thence N. 59-17 E. 185 feet to a point; thence along a branch, N. 42-52 E. 200 feet to a point; thence continuing along said branch, the traverse line of which is N. 18-36 E. 342.9 feet to a point; thence S. 15-16 E. 1133.7 feet to an old iron pin; thence S. 34-39 W. 994.8 feet to the point of beginning.

The mortgagees hereby agree to release from the lien of this mortgage any lot herein described and further shown on a preliminary plat of Quail Ridge Subdivision, Section I, dated March 3, 1976, and signed by the mortgagees and John S. Taylor, Jr., said preliminary plat being incorporated herein by reference thereto, upon the payment to the mortgagees of the sum of Three Thousand and No/100 (\$3,000.00) Dollars, said payment to apply against and reduce the total amount of the debt and mortgage lien hereby evidenced without payment of accrued interest on the note which this mortgage secures, as provided in said note.

Also, mortgagees agree to subordinate the lien of this mortgage on any three lots to the lien of a mortgage given to Lyles H. Tankersley, or his designee, upon the request of the mortgagor so to do whereby the mortgagees retain a "second mortgage" on said lots.

Mortgagees further agree to transfer the lien of the mortgage on land to be transferred to Richard Crain to land acquired by the mortgagor from an equal*

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.

* exchange of property with Richard Crain, provided said land to be acquired fronts on Phillips Lane.

0.336

4328 EV-2