

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

AUG 6 4 10 PM '76

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, Hollyton, Inc., a corporation chartered under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Mac V. Patterson

(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 -----

Two Hundred Thousand and No/100----- Dollars (\$ 200,000.00) due and payable as per the terms of said note,

with interest thereon from date at the rate of seven per centum per annum, to be paid: as per the terms of said note.

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, on the northern side of Roper Mountain Road and consisting of approximately 16.95 acres according to a survey for HOLLYTON, INC., prepared by Carolina Surveying Co., dated August 5, 1976, and recorded in the R.M.C. Office for Greenville County, S. C., in Plats Book 5-V, at Page 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Roper Mountain Road, at the corner of property now or formerly belonging to Patewood Corporation, and running thence N. 73-59 E. 329.6 feet to a point; thence N. 82-15 E. 407.7 feet to a point; thence with the creek as the line, N. 87-48 E. 190 feet to an iron pin; thence turning and running S. 20-16 W. 338.7 feet to an iron pin; thence S. 68-35 E. 65 feet to an iron pin; thence S. 71-45 E. 88 feet to an iron pin; thence N. 5-00 E. 371.8 feet to a point on the creek; thence N. 87-48 E. 292.9 feet to a point; thence N. 84-11 E. 79.2 feet to an iron pin; thence S. 29-45 E. 282.8 feet to an iron pin; thence along the common line of property now or formerly belonging to Helen T. Ellis, S. 46-00 W. 1,010 feet to a point on Roper Mountain Road; thence along Roper Mountain Road, N. 44-21 W. 1,080 feet to the point of beginning.

This being the identical property conveyed to the mortgagor herein by deed from the mortgagee, to be recorded of even date herewith, Deed Book 1040 Page 888

It is understood and agreed by and between the parties hereto that the real estate encumbered hereby, or any lots into which it may be cut, will be released upon the payment of a consideration calculated at the rate of forty cents (40¢) per square foot, exclusive of any area designated for public roads or other public use, and the release prices so paid shall be applied to the total annual payment of Fifty Thousand (\$50,000.00) Dollars required by the above-mentioned note.



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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