

The Citizens and Southern National Bank of South Carolina  
PO Box 1449  
Greenville, SC

REAL ESTATE MORTGAGE

FILED  
GREENVILLE CO. S. C.

APR 22 4 29 PM '77  
GENTLE S. TANKERSLEY  
R.M.C.

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State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, We, the said J. W. BURRESS, INCORPORATED, hereinafter called Mortgagor, in and by its certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of TWO HUNDRED EIGHTY-FIVE THOUSAND and no/100-----Dollars (\$285,000.00), payable in full one (1) year from date, with interest thereon payable quarterly from date hereof until maturity at the rate of one (1%) percent over the Holder's prime rate per annum, adjusted quarterly.

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Beginning on ~~XX~~ 19 ~~XXXXXX~~ and on the same day of ~~XXXX~~ ~~XX~~ thereafter, the sum of ~~XX~~ Dollars (\$ ~~XXXXXXXXXXXX~~ ) and the balance of said principal sum due and payable on the ~~XXXXXXXXXXXXXXXXXXXX~~ day of ~~XXXXXXXXXXXXXXXXXXXX~~ 19 ~~XXXXXX~~

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The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of \_\_\_\_\_% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that tract of land situate, lying and being in the state of South Carolina, county of Greenville, containing 18.5 acres as shown on plat entitled "Property of J. W. Burress, Incorporated" prepared by Freeland & Associates dated April 13, 1977 and recorded April 15, 1977 in plat book 6-C at page 2 in the RMC Office for Greenville County, S. C., and having, according to said plat, the following courses and distances, to-wit:

Beginning at a spike in the center of Ponders Road, the joint front corner of the herein described tract and property now or formerly of R. C. Roundtree, and running thence with the joint line of said property, S. 77-08 E. 802.5 feet to an iron pin; thence continuing with the joint line of said property, N. 9-38 E. 140.3 feet to an iron pin; thence N. 52-01 E. 189.5 feet to an iron pin, the joint corner of the herein described tract and property now or formerly of E. Wilson; running thence with the joint line of said property, S. 10-21 E. 331.6 feet to an iron pin in the line of property now or formerly of L. M. Bagwell; thence with the line of said property, S. 9-36 E. 60.2 feet to an iron pin in the line of property now or formerly of Z. L. Collins, et al.; thence with the line of said property, S. 9-47 E. 281.9 feet to an iron pin on the northern side of the right-of-way of Interstate Highway No. 85; thence with the northern side of the right-of-way of said highway, S. 53-23 W. 813.4 feet to an iron pin; thence S. 63-53 W. 86.6 feet to an iron pin, the joint corner of the herein described tract and property now or formerly of B. B. Huskey; running thence with the joint line of said property, N. 36-35 W. 259.2 feet to an iron pin; thence continuing with the joint line of said property, N. 80-16 W. 311.7 feet to a spike in the center of Ponders Road; thence running with the center of

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