

Mortgagee's mailing address: Whitmire, South Carolina 29178

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CAPSCO ASSOCIATES, a General Partnership

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

Margaret M. Suber

(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

One Hundred Twelve Thousand, Five Hundred & No/100 Dollars (\$ 112,500.00) due and payable in twelve (12) equal principal payments of \$9,375.00, the first payment to begin on the first day of August, 1979 and to continue on the first day of August of each successive year thereafter until paid in full, with the right to prepay in full or in part at any time without penalty after January 1, 1979

with interest thereon from _____ date _____ at the rate of Nine _____ per centum per annum, to be paid: annually

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:

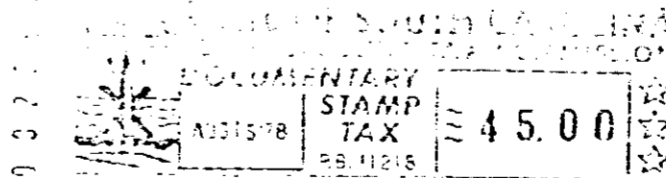
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of _____

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on plat of Property of Margaret M. Suber prepared by Carolina Engineering & Surveying Company, January 5, 1968, and being known as a portion of Tract B and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Rison Road on the southern side of U. S. Highway 123 and running thence with the center of Rison Road S. 10-46 E. 170.3 feet and S. 4-54 W. 1,010 feet to the corner of property now or formerly of Sumney; running thence with the line of said property N. 72-46 W. 206.0 feet to a point; running thence S. 33-51 W. 663.0 feet to a point on a creek; thence with said creek as the line, the traverse lines of which are S. 69-36 W. 137.5 feet and N. 55-00 W. 274.6 feet to a point in the line of property of Greenville County Schools; running thence with the line of said property N. 24-00 E. 162.5 feet to a point; thence N. 65-20 W. 463.1 feet and N. 65-43 W. 198.9 feet to a point at the corner of property of Reece, Rice, Ballard, et. al.; running thence with the line of said property N. 65-20 W. 1,504.5 feet; running thence N. 45-00 E. 505.9 feet to a point; running thence N. 36-30 W. 52.2 feet to the center of a creek on the southern edge of U. S. Highway 123; running thence with the southern side of U. S. Highway 123 N. 88-09 E. 1,587.6 feet; running thence N. 88-09 E. 600 feet; running thence N. 88-09 E. 335.0 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by deed of mortgagee of even date and to be recorded herewith.

The mortgagor shall be entitled to the release of property as follows: Release 300' x 300' section at the corner of Rison Road and U. S. 123 at the rate of \$25,000 per acre. Release any other property within 300 feet of U. S. 123 at rate of \$10,000 per acre. Release remaining acreage at rate of \$3,500 per acre. Any payment for releases to be applied toward final payments and not next annual payment.



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 such 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.