

ADDRESS: RTE. 2 ROPER MOUNTAIN RD.
GREENVILLE, S.C. 29607

BOOK 1632 PAGE 692

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE AND
SPARTANBURG

FILED
GREENVILLE CO. S.C.
DEC 21 10 41 AM '83
DONN... WERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WHC GROUP, INC. - WONGS, A SOUTH CAROLINA GENERAL PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto AMERICAN LAND DEVELOPMENT CORP.

(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 THIRTY-SIX THOUSAND DOLLARS AND NO/100

Dollars (\$ 36,000.00) due and payable

The indebtedness herein is due and payable pursuant to the terms and conditions of Agreement between the parties dated October 26, 1983, a copy of which agreement is on file at the offices of Bozeman, Grayson & Smith, Attorneys, Suite 400, First Federal Building, Greenville, SC 29601, as is shown by a note of even date herewith

with interest thereon from date at the rate of n/a per centum per annum, to be paid:

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 piece, parcel or tract of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, Counties of Greenville and Spartanburg, with a small portion of the property being located in Greenville County and a great majority of the property being located in Spartanburg County and having, according to a plat entitled "Ridgewood Townhouses" prepared by Freeland and Associates, Inc. dated February 7, 1983, the following metes and bounds, to-wit:
BEGINNING at an iron pin at or near the intersection of Vaughn Street and Gravelly Road and running thence across Gravelly Road N. 29-04 W. 50.52 feet to an iron pin; thence the following courses and distances: N. 58-17 E. 50 feet, N. 51-14 E. 50 feet, N. 44-46 E. 50 feet, N. 38-19 E. 50 feet, N. 31-51 E. 50 feet, N. 24-19 E. 66.35 feet; thence continuing and crossing from Greenville County to Spartanburg County N. 20-02 E. 520.58 feet to an iron pin; thence S. 83-15 E. 110 feet to an iron pin; thence S. 88-07 E. 375.25 feet to an iron pin; thence continuing to the center of a branch as the line; thence following the center of the branch as the property line in a general southerly direction (adjoining Woodland Forest Subdivision) the traverse lines of which are as follows: S. 9-18 W. 117.24 feet, S. 45-36 W. 57.75 feet, S. 16-07 W. 56.79 feet, S. 54-49 E. 80.43 feet, S. 13-19 W. 122.74 feet, S. 25-33 W. 166.01 feet, S. 10-50 W. 37.28 feet, S. 31-48 W. 32.19 feet, S. 52-55 W. 29.08 feet, S. 89-49 W. 35.28 feet, S. 8-36 W. 74.42 feet, S. 64-41 E. 29.60 feet, S. 18-14 #. 21.51 feet, and S. 41-21 W. 18.04 feet, to an iron pin; thence N. 83-11 W. 230.4 feet to an iron pin; thence N. 83-47 W. 10.90 feet to an iron pin; thence N. 18-58 W. 249.16 feet to an iron pin; thence S. 77-49 W. 183.58 feet to an iron pin; thence the following courses and distances along or near a street which is the extension of Gravelly Road: S. 38-38 W. 53.38 feet, S. 42-28 W. 13.23 feet, S. 44-18 W. 17.68 feet, S. 47-11 W. 32.34 feet, S. 52-03 W. 51.18 feet, and S. 57-58 W. 50.93 feet crossing Vaughn Street to an iron pin, the point of BEGINNING.

This being the same property conveyed to Mortgagor herein by deed of American Land Development Corp. dated October 26, 1983 and recorded herewith.

For documentary stamp purposes the prorated value of the \$36,000.00 between Greenville County and Spartanburg County would be \$2,000.00 in Greenville County and \$34,000.00 in Spartanburg County.

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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