MORIGAGE OF REALISTAIL Offices of Yarborough, Moore & Smock Attorneys at Law, Greenville S. C.

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

REFAVELE CO. S. C. MORTGAGE OF REAL ESTATE

107. 27 2 15 16 183 TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, WOODFIELD LAND COMPARYM. GA South Carolina General Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Weyerhaeuser Mortgage Company, A California Corporation

(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 Three Million Two Hundred Thousand and no/100------

nine (9) months from the date hereof,

with interest thereon from date at the rate of one (1) percent or as provided in said note to be paid according to 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, 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:

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ALL that certain piece, parcel or tract of land lying and being in the County of Greenville, State of South Carolina being shown and designated on a plat entitled "Pelham Oaks, Master Plan, a Planned Unit Development" prepared by Dalton & Neves Co., Engineers, dated July 1, 1983 and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point along the southern edge of Pelham Road and running thence S. 61-41 E. 67.5 feet to a point along the western edge of Smith-Riley Road running thence with the western edge of Smith-Riley Road S. 14-08 E. 74.8 feet to a point; thence continuing along the western edge of Smith-Riley Road S. 10-16 E. 93.0 feet to a point; thence continuing along the western edge of Smith-Riley Road S. 8-57 E. 313.2 feet to a point; thence continuing along the western edge of Smith-Riley Road S. 5-39 E. 100 feet to a point; thence turning and running S. 78-55 W. 320 feet to a point; thence N. 11-05 W. 20 feet to a point; thence S. 78-55 W. 125 feet to a point; thence N. 66-00 W. 155 feet to a point; thence N. 9-30 E. 180 feet to a point; thence N. 2-54 W. 171 feet to a point; thence N. 10-00 W. 155 feet to a point; thence N. 39-20 E. 65.2 feet to a point along the southern edge of Pelham Road; thence with the southern edge thats running with the southern edge of Pelham Road N. 88-40 E. 50.0 feet to a point; thence continuing along the southern edge of Pelham Road N. 87-35 E. 100 feet to a point; thence continuing with the southern edge of Pelham Road N. 82-44 E. 100 feet to a point; thence continuing with the southern edge of Pelham Road N. 77-20 E. 100 feet to a point; thence continuing with the southern edge of Pelham Road N. 70-46 E. 50.0 feet to a point along the southern edge of Pelham Road, the point of BEGINNING, said tract containing 7.34 acres more or less according to said plat.

This being a portion of the property conveyed to the Mortgagor herein by deed of Dee A. Smith and Lloyd G. Boyer recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1123 at Page 39.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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