

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

VOL 1649 PAGE 781

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SUNBELT PROPERTIES, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES I. HIGHTOWER, JR.

(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 SIXTY THOUSAND AND NO/100-----

-----Dollars (\$160,000.00) due and payable

as follows: The sum of Eighty Thousand and No/100 (\$80,000.00) Dollars to be due and payable one(1) year from date hereof and the sum of Eighty Thousand and No/100 (\$80,000.00) Dollars to be due and payable two (2) years from date hereof. Should any claims be filed against the Estate of Doris B. Hightower the mortgagor can pay said claim or claims out of any monies owed to Mortgagee on this note and mortgage.

with interest thereon from ----- at the rate of ----- 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 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, containing 19.85 acres as shown on plat prepared by Freeland & Associates, dated February 27, 1984, entitled "Survey for Sunbelt Properties, Inc." and recorded in the RMC Office for Greenville County in Plat Book 10-A, Page 99, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin located at the northwestern corner of Lot 14, Silver Leaf Sub-division, Section I-A, and running thence along Property of American Service Corp. as follows: S 71-41 W 550.08 feet to an old stone; thence S 64-40 W 239.30 feet to an iron pin; thence turning and running S 0-49 E 985.46 feet to an iron pin in the centerline of Old Spartanburg Road; thence turning and running along the centerline of said Old Spartanburg Road, N 84-11 W 161.83 feet to an iron pin; thence turning and leaving the centerline of said Road, N 14-14 W for a total distance of 182.83 feet to an iron pin; thence turning and running S 88-41 W 154.23 feet to a nail and cap in the centerline of Hudson Road; thence turning and running along centerline of said Hudson Road as follows: N 5-49 W 105.88 feet to an iron pin; thence N 7-38 W 716.59 feet to an iron pin; thence N 4-45 W 157.73 feet to an iron pin; thence turning and leaving the centerline of Hudson Road and running along the right of way of Brushy Creek Road as follows: N 29-21 E 247.04 feet to an iron pin; thence N 26-10 E 163.76 feet to an iron pin; thence turning and running along property of Dolores J. Havelka as follows: S 67-57 E 536.53 feet to an iron pin; thence turning and running still along property of Havelka, N 16-41 E 339.70 feet to an iron pin at the edge of a 100 foot Duke Power right-of-way; thence turning and running along the line of said right-of-way, S 87-21 E 336.69 feet to a concrete monument; thence turning and running along a portion of Lot 18, Terrace Gardens Subdivision, S 41-15 E 329.38 feet to a locust post fence corner; thence turning and running along a portion of Lot 15, Silver Leaf Subdivision, Section I-A and Lot 14 of said subdivision, S 47-46 W 186.44 feet to an iron pin, the point of beginning.

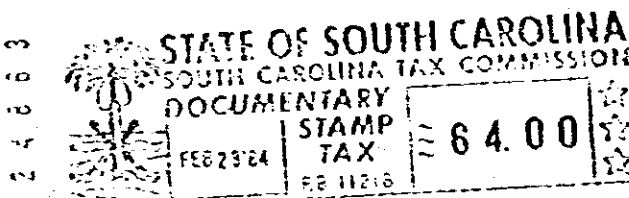
LESS, HOWEVER, the 1.27 acre tract previously conveyed to the mortgagor herein by deed of Jana Elizabeth H. Walczuk recorded 1-9-84 in Deed Book 1204, Page 45 and,

LESS, HOWEVER, the 1.21 acre tract previously conveyed to the mortgagor herein by deed of April Hightower Stollmack recorded 1-9-84 in Deed Book 1204, Page 42.

Being the same property conveyed to the mortgagor herein by deed of James I. Hightower, Jr. (a/k/a James Irby Hightower, Jr.), to be recorded of even date herewith.

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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.

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