

MORTGAGE OF REAL ESTATE -

VOL 1695 # 572

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

Dec 21 11 42 AM '84

DONNIE S. TANNERSLEY  
WHEREAS, CONGAREE PROPERTIES, S.C. A GENERAL PARTNERSHIP,

(hereinafter referred to as Mortgagor) is well and truly indebted unto GENEVA B. PRICE (24%), HAROLD C. BALLEW (19%), CLINTON M. BALLEW (19%), FRED W. BALLEW (19%) & F. JEANNETTE GILLESPIE WEST (19%)

(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 HUNDRED THOUSAND AND NO/100 Dollars (\$ 300,000.00) due and payable

in three annual \$100,000.00 installments plus accrued interest

with interest thereon from date at the rate of 10% 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:

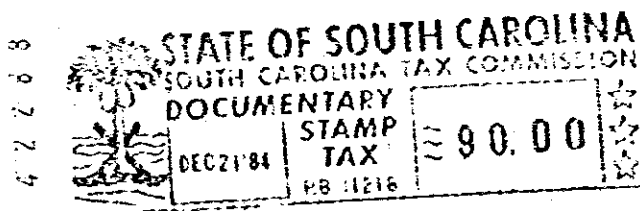
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, comprising approximately 4.61 acres and being more particularly described as follows:

BEGINNING at iron pin located on northeastern side of Congaree Road approximately 1274.0 feet northwest of intersection of said Congaree Road and Haywood Road; thence N. 14-49 E. 763.63 feet along line of property now or formerly belonging to MLH Properties to iron pin; thence N. 74-54 W. 129.39 feet along right of way of Interstate 385 to iron pin; thence S. 45-20 W. 108.84 feet along line of property now or formerly belonging to T. W. Graham to iron pin; thence N. 45-04 W. 88.42 feet along aforesaid property line to iron pin; thence S. 21-34 W. 608.5 feet along aforesaid property line to point; thence S. 51-47 E. 52.17 feet along aforesaid property line to iron pin; thence S. 69-49 E. 71.70 feet along right of way of Congaree Road to iron pin; thence S. 55-44 E. 137.28 feet along said road to iron pin; thence S. 51-16 E. 92.37 feet along said road to point of beginning.

This being same property conveyed to the Mortgagor herein by deed of the Mortgagees herein of even date herewith and recorded simultaneously herewith.

Mortgagees agree, after payments totalling \$160,000.00 have been made, that they will subordinate this mortgage to any other mortgage obtained by the mortgagors at the mortgagors' request; provided, however, that the total amount of all mortgages covering subject property outstanding at any time, including the outstanding balance of this mortgage, shall not exceed the sum of \$360,000.00.

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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.

DO 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.