

GREENVILLE CO. S. C.

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Partnership
MORTGAGE OF REAL ESTATE BY A ~~ASSIGNMENT~~
Offices of Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

State of South Carolina }

COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

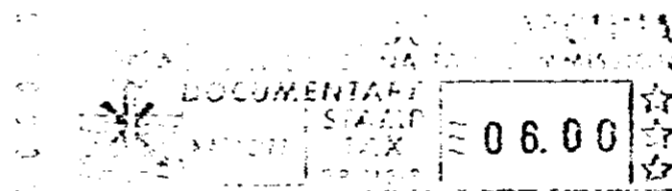
I-85 Properties, a Partnership, (herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, I-85 Properties, a Partnership,

Partnership
a ~~corporation~~ chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of Fifteen Thousand and No/100ths (\$15,000.00) -----

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable in two equal annual installments of Seven Thousand Five Hundred and No/100ths (\$7,500.00) Dollars each, beginning one year from date and continuing on the same day of the next succeeding year



with interest from _____ date _____, at the rate of eight (8)

percentum until paid; interest to be computed and paid in addition to, and at the same time as, the aforesaid payments of principal until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said Doris H. Palmer, J. P. Williamson, Jr., Jill W. Royce, Sarah A. Davenport, and Bankers Trust of South Carolina (Greenville, South Carolina), as Executor and Trustee of the Estate of M. S. Merritt:

All that piece, parcel or tract of land situate, lying and being on the southern side of Interstate 85 and on either side of the Enoree River in the County of Greenville, State of South Carolina, being known and designated as a 64.0 acre tract as shown on a plat entitled "Composite Plat for Caine Company" prepared by Piedmont Engineers, Architects and Planners, dated September 17, 1975 and being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5X at Pages 87 & 88, reference to which is craved for a more complete description.

LESS, however, all that piece, parcel or tract of land conveyed by the grantors herein to Western Carolina Regional Sewer Authority by deed dated May 18, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1038 at Page 296 on June 21, 1976.

(Continued on page two)

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