

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

FILED  
GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SEP 20 3:50 P  
DORRIS S. WILKINS  
H.M.C.

MORTGAGE OF REAL ESTATE

1410 PAGE 387

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, OAKLAND PLACE, A LIMITED 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 ONE MILLION FOUR HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED

Dollars (\$ 1,449,700.00, due and payable

on March 15, 1978

with interest thereon from date at the rate of nine(9%) per centum per annum, to be paid: monthly on the first day of each month

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, the Mortgagee's heirs, 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, in the city of Greer, containing 7.58 acres, as shown on plat prepared by Heaner Engineering Company, Inc. dated February 2, 1977 and recorded February 7, 1977 in plat book 5 X page 68 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at a point in the center of Oakland Avenue, and running thence with the center of said Avenue N. 76-36 W. 143.23 feet to a point; thence N. 78-28 W. 50.04 feet to a point; thence N. 78-28 W. 50.08 feet to a point; thence N. 81-36 W. 50.01 feet to a point; thence N. 83-11 W. 36.27 feet to a point; thence along the line of property of Loila Foster Patton, N. 14-43 E. 170.56 feet to an iron pin; thence N. 80-06 W. 216.52 feet to an iron pin on the joint line of property of G. W. Bryans, and the City of Greer; thence along the line of property of City of Greer N. 13-28 E. 167.78 feet to an iron pin; thence continuing with the line of property of City of Greer N. 23-51 W. 349.36 feet to a fence post; thence along the line of property of Greenville County School District N. 26-37 E. 123.26 feet to a point; thence continuing N. 09-29 E. 134.65 feet to a point; thence along the line of property of M. E. Lamford and Sarah Ann McNeill, S. 53-15 E. 170.99 feet; thence continuing S. 49-24 E. 119.20 feet to a point; thence along the line of property of G. W. Thompson, Jr., S. 41-00 E. 77.81 feet to an iron pin; thence along the line of property of A. G. Harris, S. 12-52 W. 194.02 feet to an iron pin; thence S. 77-19 E. 411.42 feet to an iron pin on the line of property of M. A. Jordan & C. M. Parkins; thence S. 14-05 W. 489.35 feet to a point in the center of Oakland Avenue, the point of beginning.

This is the same property conveyed to mortgagor by deed from Westminster Company, Inc. of even date herewith to be recorded.

Weyerhaeuser Mortgage Company  
Tacoma, WA 98401

SEP 22 1977  
STAMP  
TAX 579.88  
PB. 11218

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 is 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.

0367

4328 RV-2