MORTGAGE OF REAL ESTATE PROPERTY GAND RILEY, Attorneys at Law, Greenville, S. C. 3001 1410 FASE 526

COUNTY OF GREENVILLE DUNNIE S. TANKERSLE (

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

BUILDERS & DEVELOPERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto LUCY YOUNG COLEY

(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

THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100---- Dollars (\$ 35,500.00) due and payable in two annual payments of Seventeen Thousand Seven Hundred Fifty (\$17,750.00) Dollars each, plus interest at seven and one-half (7 1/2%) per cent on the declining balance,

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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 Mortgagoe 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 Mortgagoe, 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, having the following metes and bounds, to wit:

BEGINNING at a stone at the joint corner of property, now or formerly, of Myers and B. W. Brooks, which point is located in center of 68 foot Duke Power Company Right of Way, and running thence S. 88-45 W., 13.10 chains (864.60 feet, more or less) to branch; thence down branch 33.35 chains (2201.10 feet, more or less) to confluence with another branch; thence up the left branch, 36.85 chains (2432.10 feet, more or less) to a point in center of Duke Power Company Right of Way; thence with center line of Duke Power Company Right of Way, S. 1-30 E., 15.60 chains (1029.60 feet, more or less) to a point; thence continuing with the center line of Duke Power Company Right of Way, S. 1-30 W., 3.10 chains (204.60 feet, more or less) to the point of beginning.

ALSO all right title and interest of mortgagor herein in remaining portion of Duke Power Company Right of Way, adjoining above referred to tract on the east and having such description as shown in Right of Way to Duke Power Company, recorded in Deed Volume 1020 at page 104.

Being the same property conveyed to the mortgagor herein by deed of Lucy Young Coley, of even date herewith, to be recorded. See also Deed Volume 269 at page 418.

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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 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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