STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

WHEREAS,

DONINE S. TANKERSLEY R.H.C. INDCON Development Co., a partnership,

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

LEATHERWOOD, WALKER, 1000 & MANN

BANKERS TRUST OF SOUTH CAROLINA, its successors and assigns,

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(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of

Dollars (\$ 42,000.00---)-due and payable Forty Two Thousand and 00/100----

with interest thereon from

at the rate of nine (9%) per centum per annum, to be paid:

in full October 4, 1977

date

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 NOW, ANOW ALL MEA, I not the Morigagor, in consideration of the alorestic deot, and in order to sectic the payment directly, and of any other and further sums for which the Morigagor may be indebted to the Mortgagor at any time for advances made to or for his account of the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor, and also in consideration of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold release unto the Mortgagor, the Mortgagor'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, and lying and being on the Southeastern side of South Carolina Highway No. 14, and being shown as a 9.51 acre tract according to a plat entitled "Survey for Robert J. Weems" by W. R. Williams, Jr., said plat being dated June, 1977, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of South Carolina Highway No. 14 and running with the line of property now or formerly belonging to Ellison D. and Louise C. Smith, S. 60-34 E. 549.8 feet to an old iron pin; thence S. 19-26 W. 903.4 feet to a nail and cap in the center of Batesville Road (South Carolina Highway S-23-164); thence with the center of Batesville Road, N. 46-13 W. 140 feet to a nail and cap; thence continuing with the center of Batesville Road, N. 46-41 W. 216 feet to a nail and cap; thence with the line of property now or formerly of Danny Satterfield, N. 54-17 E. 250.9 feet to an old iron pin; thence continuing with the property now or formerly of Danny Satterfield, N. 47-41 W. 573.9 feet to a nail and cap in the center of South Carolina Highway No. 14; thence with the center of South Carolina Highway No. 14, the following courses and distances: N. 41-46 E. 157 feet; N. 41-38 E. 100 feet; N. 40-51 E. 100 feet; N. 39-57 E. 100 feet to the point of beginning.

BEING the same property conveyed to the Mortgagor herein by deed of General Properties, Ltd., said deed being dated of even date.

ALSO: All the Grantor's right, title and interest in and to a 20 foot drainage easement running from the Southeast edge of the Grantor's property across property of Ellison D. Smith, III and Louise C. Smith to the river. Said easement being shown on the plat referred to above.

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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 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.

MANAGEMENT OF THE PROPERTY OF