

MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C.

FILED  
GREENVILLE CO. S. C.

MAY 1 11 AM '77  
GEORGE S. TANNERLEY  
R.M.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Design Builders, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Southern Bank and Trust Company

(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-three Thousand

and no/100-----DOLLARS (\$ 33,000.00 ),

with interest thereon from date at the rate of Eight per centum per annum, said principal and interest to be repaid:

Two Hundred Seventy-five (275) days from date, including principal and interest.

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, being known and designated as 15 acres, more or less, located on the southeastern side of Miller Road and the southern side of Old Mill Road, and having the following metes and bounds:

Beginning at an iron pin at the intersection of Old Mill Road and Miller Road and running thence down Old Mill Road S 45-30 E 480 feet, more or less, to an iron pin; thence S 44-30 E 783.2 feet, more or less; running thence S 55 W 366 feet, more or less, to an iron pin; thence N 35 W 700 feet, more or less, to a point in the center of Miller Road; thence down the center line of Miller Road, N 63-03 E 400 feet to a point; thence continuing down Miller Road, N 55-22 E 382.2 feet, more or less, to a point; thence N 53-46 E 326.2 feet to the point of beginning.

IT IS UNDERSTOOD AND AGREED THAT THIS MORTGAGE COVERS ONLY A 2/3 INTEREST IN THIS PROPERTY, REPRESENTING ALL THE MORTGAGOR'S INTEREST THEREIN.

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This is all of the property remaining from the property described in that certain deed in favor of Rackley-Hawkins, Ltd., dated 29 April 69, recorded in the RMC Office for Greenville County in Book 867 at page 45, and is a portion of the property conveyed by Joe E. Hawkins Ltd. to the mortgagor (2/3 int.) and Barbara Maxwell (1/3 int.) by deed recorded March 17, 1977, in Book 1052 at page 966. See also quit-claim deed recorded August 1, 1977, in Book 1061 at page 610, executed by Barbara Maxwell.

The mortgagee agrees to release portions of the within described property upon the payment to mortgagee of one-fourth of the net salesprice thereof, to be applied against the debt secured hereby.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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