Mortgagee's address: 44 Pine KnollDr. HILL, WYATT & FAYSSOUX Greenville, S.C

MORTGAGE OF REAL ESTATE-Offices of ARCONON STATE OF SOUTH CAROLINA GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

acox 1433 FASE 627

WHEREAS, Eugene Floyd Morgan, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto L & P Enterprises, Inc.

(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 Eighteen Thousand and No/100-

Dollars (\$ 18,000.00) due and payable

AS STATED IN NOTE.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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, Saluda Township, lying on the East side of Rest Terry Creek Road and on the West side of Terry Creek and bounded on the South by land now or formerly of J. C. Morgan, on the West by lands now or formerly of Sandy Lee Southerlin and Cecil Southerlin and on the North by lot now or formerly of R.L.Barnett and land now or formerly of Clarence Morgan, and containing eight and one-half (8 1/2) acres, more or less, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the West bank of Terry Creek on line of property now or formerly of C. M. Morgan and running S. 86-00 W. 252.8 feet to an iron pipe at a large poplar; thence S. 47-00 W. 306 feet over iron axle to the center of West Terry Creek Road; thence along said road as the property line as follows: S. 29-23 E. 125 feet; S. 35-50 E. 260 feet; S. 28-00 E. 170 feet; S. 19-16 E. 231 feet to an iron pin, junction of W. Terry Creek Road and old bed of the Buncombe Road, about 300 feet North from U.S. Highway 25; thence along the old road due North 66 feet to an iron axle; thence N. 26-00 E. 105.6 feet to an iron pipe; thence N. 78-00 E. 462 feet to the center of the bridge over Terry Creek and U.S. Highway No. 25; thence with the meanderings of Terry Creek up stream to the beginning corner (tie line by stadia is N. 31-05 W. 760 feet).

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in Greenville County, on Highway No. 25, being a part of the property of Ollie M. Morgan, according to plat made by J.C.Hill, January 11, 1957, containing 1.29 acres, more or less, and according to said plat being more particularly described as follows: BEGINNING in the center of intersection of an old county road and U. S. Highway No.25 and running thence along center of said old road, N. 82-30 W. 172 feet to a point; thence continuing along said Road, S. 78-30 W. 98 feet to a point in said Road; thence continuing along center of said Road, S. 52-30 W. 81 feet; thence continuing along the center of said Road, S. 9-30 W. 77 feet to a point in the Road; thence continuing along the center of said Road, S. 50-30 E. 187 feet to a point in said Road; thence S. 40-10 W. 132 feet to a point in U. S. Highway No. 25; thence along the center of said Highway, 573.7 feet to a point in the intersection of said Highway with an Old County Road, the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Saluda Township, on the Eastern side of a Road leading from U.S. Highway No. 25 to Terry Creek, and according to survey by Terry T. Dill, April 20,1957, is described as follows: BEGINNING at a point in the center of said Road and running thence passing an iron pin near the Road, N.47-00 E. 306 feet to an iron pin at poplar; thence S.89-00 W. 328 feet passing an iron pin to point in center of said Road; thence with center of said Road, S. 29-23 E. 210.5 feet to the beginning corner. All the above being the same property acquired by the Mortgagor by deed of Margaret Sharyn M. Lanier (formerly Margaret Sharyn Morgan), et al of even date to be recorded herewith.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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