MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorness at Law, Greenville, S. C. 2008 1434 FAGE 517

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE.CO. S. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
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WHEREAS, LAND INVESTMENTS HIM GENERALS PARTNERSHIP

(hereinaster referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

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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 herein by reference, in the sum of

THREE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED ----- Dollars as follows: on demand

Dollars (\$ 352,500.00) due and payable

with interest thereon from date at the rate of P + 1% per centum per annum, is seemed with minimum rate of nine (9%) per cent.

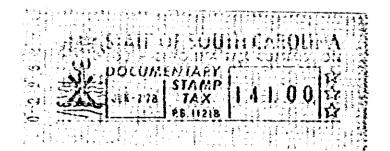
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, bying and being in the State of South Carolina, County of Greenville, on the southern side of Pelham Road, containing 142.35 acres, more or less, as shown on plat entitled "Property of Fred H. Hudson Estate," prepared by C. O. Riddle, recorded April 13, 1978 in the RMC Office for Greenville County, South Carolina, in plat book 6-M page 37, reference to which recorded plat is hereby craved for a more complete and accurate description.

This is the same property conveyed to mortgagor this date by Bankers Trust of South Carolina, as Executor of the Estate of Fred H. Hudson, deceased, to be recorded simultaneously with this mortgage.

Mortgagee's address:
PO Box 1329
Greenville, S. C. 29602



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 N 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.

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