

P. O. Box 278  
Simpsonville, SC

BOOK 1442 PAGE 810

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

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 The Palmetto Bank

(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 Two Hundred Thousand and No/100-----

----- Dollars (\$ 200,000.00) due and payable on demand, with interest thereon from date at the rate of prime interest rate plus one-half (1/2)

~~With interest thereon from~~ to be paid: quarterly

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:

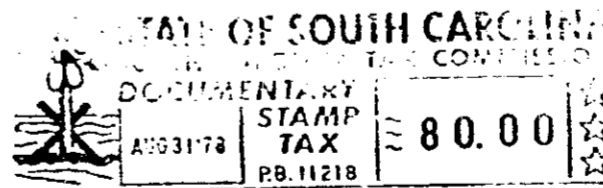
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, as shown on plat entitled WESTWOOD SOUTH, Section I, Sheet 1, prepared by Piedmont Engineers, Architects and Planners, dated June 14, 1978 and recorded in Plat Book 6H at Page 56, in the RMC Office for Greenville County, South Carolina, also all those lots of land as shown on plat entitled WESTWOOD SOUTH, Section I, Sheet 2, prepared by Piedmont Engineers, Architects and Planners, dated June 14, 1978 and recorded in Plat Book 6H at Page 57 in the RMC Office for Greenville County, South Carolina.

The mortgagor reserves the right to have released from the lien of this mortgage, in due form of law, any property required for the construction and installation of roads and utilities on the property without consideration. That, in addition, Mortgagor reserves the right to have released from the lien of this mortgage, in due form of law, upon request, any portion of the land covered herein upon payment to the mortgagee of the sum of \$3,000.00 per lot, and the mortgagee further agrees to credit any release price paid.

This being a portion of the same property conveyed to the mortgagor herein by deed of Janie Daniel DeTreville, dated October 22, 1977 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1067 at Page 512.

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

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