

MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1491 PAGE 626

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Richard T. Donald and Mary F. Donald

DEC 15 11 52 AM '79
DONNIE TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Willard E. Darby

(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 Twenty-Five Thousand and No/100-----

Dollars (\$25,000.00) due and payable as follows:

\$4,334.43 on the first (1st) day of January, 1981 and \$4,334.43 on the first (1st) day of each and every January thereafter until January 1, 1990 when the entire balance of unpaid principal and interest shall be due and payable.

with interest thereon from date at the rate of 11½ per centum per annum, to be paid: annually

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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in Oaklawn Township, Greenville County, State of South Carolina on the southern side of Donald Road containing 18.6 acres, more or less, and having the following metes and bounds:

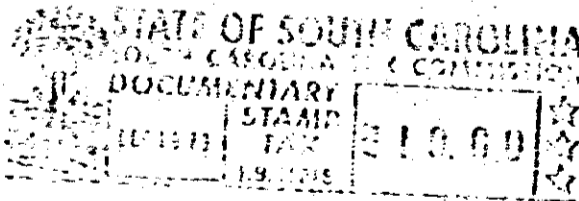
BEGINNING at an iron pin in the center of Donald Road at the northwest corner of the property herein conveyed and running thence along a line of property of Burgess School S. 41-30 E. 1588.2 feet to a stone; thence along a line of property now or formerly owned by Arthur Campbell N. 4-00 W. 1,492 feet to a stone; thence N. 76-00 W. 148 feet to a stone on the southern edge of Donald Road; thence along Donald Road S. 79-15 W. 553 feet to an iron pin in the center of Donald Road; thence along the center of Donald Road S. 54-05 W. 154.2 feet to a point in the center of Donald Road; thence along the center of Donald Road S. 44-04 W., 196 feet to the beginning corner and being the same property conveyed by Willard E. Darby to Richard T. Donald and Mary F. Donald by a Deed dated this date and recorded herewith.

The mailing address of Willard E. Darby is Route 3, Box 322A, Pelzer, South Carolina 29669

For a complete description of the property, reference is hereby made to a plat of "Property of Richard T. Donald", dated November 24, 1976, prepared by Jones Engineering Service and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-S at Page 78.

It is specifically understood and agreed that payment of the debt secured by this mortgage is to be made precisely as set out in the Note of which the mortgage secures and that the mortgagor does not have the right to anticipate payment.

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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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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