

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
DEC 26 4 21 PM '79
DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Wildaire - Merry Oaks Partnership

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

WHEREAS, the Mortgagor is well and truly indebted unto Jack E. Shaw

(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

One Million Seven Hundred Thousand and no/100 ----- DOLLARS (\$1,700,000.00), PRP

with interest thereon from date at the rate of 9.25 per centum per annum, said principal and interest to be repaid: within three years from date, with interest at the rate of 9.25 percent per annum to be paid monthly.

The Mortgagee shall have the right to anticipate payment in whole or part at any time without penalty.

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, at the northeastern corner of the intersection of Edwards Road and Rushmore Drive, shown on a plat of Property of Jack E. Shaw prepared by Piedmont Engineers & Architects, dated May 25, 1970, and according to a more recent plat prepared by Freeland & Associates, dated December 17, 1979, for Wildaire - Merry Oaks Partnership, and recorded in Plat Book 70 at Page 86 of the RMC Office for Greenville County, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Edwards Road, joint corner of Property of Grantor and Wildaire Estates, III and running thence along said Edwards Road, S 42-28 W 157.8 feet to an iron pin at the curve of the intersection of Edwards Road and Rushmore Drive; thence following the curvature of said intersection, the chord of which is S 83-26 W 37.8 feet to an iron pin on the eastern side of Rushmore Drive; thence running along the eastern side of Rushmore Drive, N 55-36 W 124.4 feet to an iron pin and continuing along said Drive, N 58-37 W 70.0 feet to an iron pin and continuing along said Drive, N 54-37 W 62.0 feet to an iron pin; thence following the curve of Rushmore Drive, N 46-48 W 49.89 feet to an iron pin; thence, N 26-41 W 50.0 feet to an iron pin; thence, N 04-58 W 50.0 feet to an iron pin; thence, still with the eastern side of Rushmore Drive, N 23-29 E 60.0 feet to an iron pin; thence still with the eastern side of Rushmore Drive, N 28-53 E 83.93 feet to an iron pin; thence on a new line through property of Jack E. Shaw, N 73-32 E 164.05 feet to an iron pin in the line of Wildaire Estates, III; thence with the line of Wildaire Estate, III, S 08-43 E 33.0 feet to an iron pin; thence, S 19-40 E 174.42 feet to an iron pin; thence, S 46-18 E 186.36 feet to an iron pin, the point of beginning.

ALSO: Description continued . . .

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX \$800.00

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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