

## MORTGAGE

(Participation)

800K1539 FACE845

This mortgage made and entered into this 19th day of January 19 81, by and between Joseph P. Carter, III

(hereinafter referred to as mortgagor) and Bank of Greer

(hereinafter referred to as

mortgagee), who maintains an office and place of business at P.O. Drawer 708 Greer, S.C. 29651

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

ALL of that certain piece, parcel or tract of land in the State of South Carolina, Greenville County, near Pleasant Hill, lying on the west side of Hawkins. Road, no and being shown and designated as 17.7 acres, more or less, on a plat of the property of Pleasant Hill Associates, prepared by W.R. Williams, Jr., P.E./L.S., dated December, 1978, recorded in the R.M.C. Office for Greenville County in Plat Book 6-V, Page 44, and having, according to said plat, the following courses and distances, to-wit:

BEGINN ING at an iron pin on the west side of Hawkins Road at the joint corner of this property and property now or formerly belonging to Hawkins, which point is approximately 500 feet in a northerly direction from the intersection of Hawkins Road and Pleasant Hill Road, and running thence with the common line of this property and property now or formerly belonging to Hawkins, S. 66-54 W. 96.0 feet to an iron pin and S. 66-52 W. 1700.5 feet to an iron pin on the line of Henson; thence with the common line of this property and property now or formerly of Henson, N. 24-24- W. 483.2 feet to an iron pin on the southern side of a 50 foot Drive Easement; thence with the southern side of said Drive Easement the following courses and distances: N. 61-21 E. 230.0 feet to a point; N. 60-25 E. 275.0 feet to a point; N. 71-35 E. 305.9 feet to a point; N. 80-26 E. 20707 feet to a point; N. 73-02 E. 248.2 feet to a point; S. 85-45 E. 188.5 feet to a point; S. 75-20 B. 161.2 Feet to a point; S. 89-30 E. 181.8 feet to a point; S. 59-22 B. 86.6 feet to a point; S. 72-34 E. 50 feet to a point; and S. 43-22 B. 33.8 feet to a point on the west side of Hawkins Road; thence with the mest side of Hawkins Road S. 10-09 E. 44 feet to an iron pin, the point of beginning.

This is the same property conveyed to the grantor herein by deed of George Robert Williams, dated July 18, 1980 and recorded July 18, 1980 in Deed Book 1129 at page 501 in the R.M.C. Office for Greenville County.

Also included is an easement of ingress and egress in, overrand across such portion of the 50 foot Drive Basement as borders the entire northern boundary of this Goroperty as shown on the aforementioned plat. This is the same easement conveyed the nortgagor herein by deed of Pleasant Hill Associates, dated January 31, 00979 and recorded in Deed Book 1096 at page 367.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, Yestilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that બંબા is intended that the items breein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights there-Trunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of Wildemption, and the rents, issues, and profits of the above described property ( provided, however, that the mortgagor www. hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covernants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 19, 1981 \_\_igned by \_\_Joseph P. Carter, III in the principal sum of \$ 50,000.00 An behalf of McMillan - Carter, Inc.

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