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STATE OF SOUTH CAROLINA FOLED

COUNTY OF GREENVILLE

ANG 3 2 33 PH '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

date

WHEREAS. ADAMS MILL LAND CO., a General Partnership-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto DAVID HUCH COX-----

Box 143, Mauldin, South Carolina, 29662

(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 Fifty-Five Thousand Two Hundred Thirty-Seven and 70/100---Dollars (\$ 255,237.70--) due and payable

in nine (9) equal annual principal payments of \$12,761.89,

in said note

with interest thereon from

SN

at the rate & as provided/xxxxxxxxxxxxxxxx to be paid: as provided in said note.

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 unprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or tract of land, located, lying and being near the City of Mauldin, State of South Carolina, containing 83.663 acres, more or less, as shown on survey thereof entitled "Plat Prepared for Adams Mill Land Co.", dated July 27, 1981, prepared by K. T. Gould, Inc., RLS, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the right-of-way of Adams Mill Road at the joint corner of the within tract and a tract containing 4.16 acres, more or less, other property of David H. Cox, and running thence, along the center of Adams Mill Road, S. 57-12-07 W., 510.64 feet to a point; thence S. 56-21-18 E., 100 feet to a point; thence S. 55-27-18 E., 100 feet to a nail in Adams Mill Road near a branch; thence leaving said road and running N. 85-27-03 W., 226.0 feet to an iron pipe; thence S. 20-18-51 W., 1,173.33 feet to a stone; thence S. 37-53-05 E., 55.6 feet to an iron pipe; thence S. 12-36-29 W., 161.41 feet to an old iron pin; thence S. 22-10-03 W., 119.18 feet to an iron pipe; thence S. 28-35-31 E., 177.86 feet to an iron pipe near a 36-inch oak in the rear of lots of Rustic Estates Subdivision; thence S. 36-34-14 W., 621.76 feet to a 36-inch maple; thence S. 77-31-37 W., 305.01 feet to an iron pin; thence S. 77-32-08 W., 1,125.29 feet to a new iron pin located approximately 40 feet, more or less, in a Northerly direction from the center of Maple Creek; thence N. 03-39-27 E., 508.32 feet to a new iron pin; thence N. 37-51-02 W. 725.12 feet to an iron pipe; thence N. 53-57-55 E., 1,035.64 feet to a railroad spike; thence N. 55-06-03 E., 588.54 feet to an old iron pin; thence N. 54-15-48 E., 177.85 feet to an old iron pin near a 30-inch oak; thence N. 18-43-58 E., 338.51 feet to a new iron pin; thence N. 20-28-58 E., 90.0 feet to a new iron pin in the line of a tract of other land belonging to David Cox containing 4.16 acres; thence along the joint line of said tract and the within tract S. 69-18-41 E., 297.65 feet to a new iron pin; thence N. 49-20-54 E., 163.40 feet to a new iron pin; thence N. 45-17-54 E., 71.18 feet to a new iron pin and N. 29-47-56 E., 203.45 feet to a nail in the center of the right-of-way of Adams Mill Road, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of David Hugh Cox recorded in the Greenville County RMC Office in Deed Book

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 Nattached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the Oasual 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 heireinabove described in fee simple absolute, that it has good right and is Pawfully 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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