

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:
DCNNIE S. TANKERSLEY
R.M.C.

P. O. Box 47
Greenville, S. C. 29602

BOOK 1551 PAGE 998

WHEREAS, Byars Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Frank Ulmer Lumber Company, Inc.

(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

Fifteen Thousand and 00/100 Dollars (\$15,000.00) due and payable

in full on March 5, 1981 with no interest to be paid.

~~with interest thereon from date of the date of~~ ~~xrepentance or amount to be paid~~

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 accounts 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 THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING TOGETHER, INCLUDING ALL IMPROVEMENTS THEREON, IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, SHOWN AND DESIGNATED AS LOTS NO. 1, 14, 16, 17 AND 94 ON A PLAT ENTITLED "KINGS COURT SUBDIVISION." SAID PLAT IS RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 4-X AT PAGE 78. FOR A MORE COMPLETE AND FULL DESCRIPTION REFERENCE IS HEREBY MADE TO THE PLAT DESCRIBED.~~

All those certain pieces, parcels or lots of land situate, lying and being together, including all improvements thereon, in the County of Greenville, State of South Carolina, shown and designated as Lots No. 1, 14, 16, 17 and 94 on a plat entitled "Kings Court Subdivision." Said plat is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 78. For a more complete and full description reference is hereby made to the plat described.

Property is subject to Restrictive Covenants applicable to Kings Court Subdivision recorded in Deed Book 993 at Page 839; and, also subject to easements shown on the above described plat recorded in Plat Book 4-X at Page 78.

Derivation: This being the same property conveyed to Mortgagor by Mortgagee this date with deed being recorded herewith.

Mortgagee agrees to subordinate this mortgage to construction mortgages on the above described lots and will release each lot for a payment of Three Thousand (\$3,000.00) Dollars. Mortgagor agrees to pay Mortgagee Three Thousand (\$3,000.00) Dollars out of the first draw from the construction monies or on March 5, 1982 as set out in Note, whichever comes first.

Parcel No. 354.2-1-1 (Lot 1)
Parcel No. 354.2-1-14 (Lot 14)
Parcel No. 354.2-1-16 (Lot 16)
Parcel No. 354.2-1-17 (Lot 17)
Parcel No. 354.2-1-90 (Lot 94)

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
SEP 4 1981
FD 11218
08.00

Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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 such 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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