

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GR... E...  
DEC 31 10 03 PM '82  
JOHN...  
M...ERSLEY

MORTGAGE OF REAL ESTATE  
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. Walter Brashier

(hereinafter referred to as Mortgagor) is well and truly indebted unto Commerce Union Realty Services Corporation

(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 Hundred Seventy Thousand and No/100

Dollars (\$ 170,000.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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, the Mortgagee's heirs, 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.

ALL that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of the right-of-way of U. S. Highway I-85, and being all of the remaining property owned by Huntington Park Associates out of the larger tract of approximately 44.64 acres shown on a plat recorded in the RMC Office for Greenville County in Plat Book WW at Page 305, the portion being conveyed herein consisting of approximately 1.55 acres, and having the following metes and bounds, to-wit:

BEGINNING at a point located on the northwestern side of the right-of-way of U. S. Highway I-85, at joint corner of property now or formerly belonging to T. Walter Brashier, as shown on a plat recorded in said RMC Office in Plat Book 4-G at Page 151; thence continuing along the southeastern boundary of said property of T. Walter Brashier the following courses and distances: N.05-03 E. 36.5 feet; N.03-21 E. 137.2 feet; N.41-50 E. 80.8 feet; N.52-34 E. 58.0 feet; N.37-24 E. 67.5 feet; N.64-35 E. 90.9 feet; N.28-18 E. 147.7 feet to a point, said point being the easternmost boundary of the Brashier property; thence S.73-43 E. to a point on the northwestern line of the aforesaid right-of-way; thence turning and continuing along said right-of-way, S.53-23 W. to the point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in Butler Township, County of Greenville, State of South Carolina, being shown on a plat entitled "Property of T. Walter Brashier" prepared by Jones Engineering Service, dated March 26, 1971, and recorded in the RMC Office for Greenville County in Plat Book 4-G at Page 151, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Roper Mountain Road and running thence with said line of said road the following courses and distances: N.34-39 W. 158.7 feet to a point; thence N.29-30 W. 200 feet to a point; thence N.19-56 W. 200 feet to a point; thence N.15-01 W. 300 feet to a point; thence N.17-14 W. 100 feet to a point; thence N.24-56 W. 100 feet to a point; thence N.33-46 W. 100 feet to a point; thence N.41-15 W. 100 feet to a point; thence N.48-27 W. 82 feet to a point; thence turning and running with Oak Grove Lake Road, N.88-51 E. 116.7 feet to a spike in the center of Oak Grove Lake Road; thence leaving said road and running

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- CONTINUED ON ATTACHED SHEET -

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 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.

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