

MORTGAGE - INDIVIDUAL FORM

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

c/o Mr. Terry Laws, 218 Henrietta Street, Greenville, S. C. 29601

Attorney at Law

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BYRON D. REEVES, JR. and BERTRAM H. WITHAM, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto LYNN W. LAWS, NANETTE L. WATSON and JO ANNE W. BURDETTE

(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 Fifty-five Thousand and no/100ths

Dollars (\$ 55,000.00) due and payable

as set forth in said note,

with interest thereon from date at the rate of 10 per centum per annum, to be paid: annually.

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:

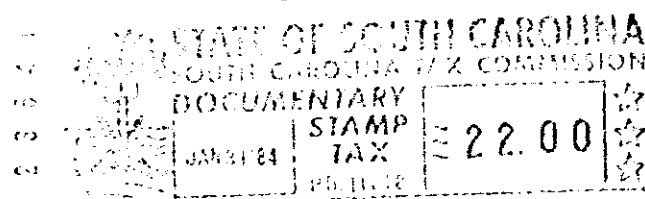
ALL that piece, parcel or tract of land, containing 7.63 acres, more or less, situate, lying and being on the northeastern side of Farr's Bridge Road, at the northeastern corner of the intersection thereof with Wilcun Drive, in Greenville County, South Carolina, being the southern portion of Tract No. 3 on a plat of the ESTATE OF MARY C. CUNNINGHAM AND FRANK CUNNINGHAM, recorded in the RMC Office for Greenville County, S. C., in Plat Book G, page 54 and 55, and having according to a survey made by Freeland & Associates, dated January 30, 1984, entitled "SURVEY FOR BYRON D. REEVES, JR. AND BERTRAM H. WITHAM, JR., the following metes and bounds, to-wit:

BEGINNING at an iron pin in or near the center line of Wilcun Drive, at the intersection thereof with Farr's Bridge Road, and running thence with the center line of Wilcun Drive, N. 51-15 E., 907.30 feet to an iron pin; thence continuing with the center line of said drive, N. 57-40 E., 22.88 feet to an iron pin; thence along the line of Evangel Temple and E. L. Stroud, the following courses and distances: S. 49-14 E., 118.65 feet to an iron pin, S. 49-05 E., 147.95 feet to an iron pin, and S. 53-39 E., 67.24 feet to an iron pin; thence along the line of property now or formerly owned by Stroud, Gore and Willimon, the following courses and distances: S. 47-39 W., 171.33 feet to an iron pin, S. 47-40 W., 209.04 feet to an iron pin, S. 47-46 W., 21.02 feet to an iron pin, and S. 47-44 W., 521.71 feet to an iron pin on Farr's Bridge Road; thence along the northeastern side of Farr's Bridge Road, N. 48-27 W., 193.95 feet to an iron pin; thence continuing along the northeastern side of Farr's Bridge Road, N. 50-43 W., 200 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of the Mortgagees of even date to be recorded simultaneously herewith.

The Mortgagors reserve the right to have released from the lien of this mortgage four acres beginning at the rear of the property moving toward Farr's Bridge Road, together with a 50-foot strip therefrom through the center of the property to extend up to and have frontage on Farr's Bridge Road, for no additional consideration or release amount. Said release shall be prepared by the Mortgagors based upon a survey of the property and promptly executed by the Mortgagees upon presentation and request.

This is a purchase money mortgage.



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Together with all and singular rights, members, herditaments, 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.