Address: 301 College Street Greenville, SC 29601

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE CO. S.C.
MAR 16 11 01 AM '84
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, HERITAGE HOMES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES G. NANCE AND CHARLES G. DAVIS

Commission Agreement

(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 no greater than

Sixty Thousand and No/100----------

Dollars ($60,000.00) due and payable

no
with interest thereon ~~from~~ ~~date at~~ ~~per centum per annum, 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 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 improvements 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 situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Preliminary Subdivision Plan of River Downs, Section Two", prepared by Piedmont Engineers, Architects and Planners, dated Ocober 14, 1982, revised January, 1984, containing 32.7 acres, more or less, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on western R/W of Hammett Road being a radius pin for southern R/W of Hackney Road at front corner of Lot 126 Riverdowns, thence running with Hackney Road R/W the following courses and distances N. 77-46 W. 34.30 feet; thence running S. 55-34 W. 83.30 feet to a point; thence S. 46-53 W. 156.70 feet to a point on road R/W and western rear corner of Lot No. 126 Riverdowns; thence leaving road R/W and running S. 33-07 E. 170.0 feet to a point; thence S. 7-56 W. 60.0 feet to a point; thence S. 11-49 W. 114.7 feet to a point; thence S. 6-15 W. 123.32 feet to a point in centerline of a 68 foot Duke Power line R/W; thence running with centerline of R/W S. 83-02 W. 260.0 feet to a point; thence leaving centerline of Duke Power R/W and running S. 55-00 W. 124.83 feet to a point; thence S. 54-58 W. 110.0 feet to a point; thence S. 54-56 W. 434.10 feet to a point; thence running N. 35-06 W. 363.91 feet to a point in 68 foot Duke Power R/W; thence leaving R/W and running N. 51-55 E. 277.85 feet to a point; thence N. 35-12 W. 1092.0 feet to a point; thence N. 51-05 E. 777.4 feet to a point being rear western corner of Lot No. 73 Riverdowns, thence running S. 41-30 E. 199.45 feet to a point on northern R/W of Bentleaf Drive; thence running with said R/W N. 51-24 E. 230.0 feet to a point; thence N. 4-54 E. 34.42 feet to radius pin of Bentleaf Drive intersecting western R/W of Hammett Road; thence with western Hammett Road R/W crossing end of Bentleaf Drive S. 41-35 E. 102.35 feet to a radius point of Bentleaf Drive on southern R/W intersection with Hammett Road R/W; thence leaving Hammett Road and running with southern R/W of Bentleaf Drive N. 86-13 W. 36.90 feet to a point and continuing with R/W S. 51-42 W. 155.0 feet to a point on R/W; thence leaving R/W and running S. 42-06 E. 224.30 feet to a point; thence S. 44-55 E. 108.48 feet to a point; thence S. 31-10 E. 120.0 feet to a point; thence S. 31-07 E. 490.0 feet to a point on northern R/W of Hackney Drive; thence running with said R/W N. 46-57 E. 112.70 feet to a point; thence N. 55-58 E. 90.0 feet; thence N. 12-15 E. 36.3 feet to northern radius point of Hackney Road R/W at its intersection with western R/W of Hammett Road; thence crossing end of Hackney Road S. 31-05 E. 100.2 feet to the POINT OF BEGINNING.

LESS, HOWEVER, Lots 72 through 85, inclusive, Lots 107 through 114 inclusive, 119, 164 through 166 inclusive, as shown on said plat as Phase B. Said lots are not covered under this mortgage. Also, excluded from this mortgage are the Roads, Drives and court shown on said plat.

THIS is the identical property conveyed to the Mortgagor herein by Deed dated April 20, 1972, recorded in the R.M.C. Office for Greenville County in Deed Book 1077, Page 417.

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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