STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVILLE CO. MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

VERDAE PROPER PONIE ANT ANKERSLEY R.H.C.

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Julie Kitchens

(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-nine Thousand Six Hundred Forty and no/100----- Dollars (\$ 59,640.00

on or before one year from date

date with interest thereon from

at the rate of ten

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 Mortgagez 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'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, as follows:

ALL that certain piece, parcel or tract of land located in the County of Greenville, State of South Carolina, lying and being on the eastern side of the old Sulpher Springs Road and being shown as Tract 3 according to a plat entitled, "Survey for Verdae Properties" by Freeland and Associates, dated March 6, 1984, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Old Sulpher Springs Road at the joint corner of Tract 3 and Tract 2 and running thence N. 79-03 W. 249.56 feet to an iron pin in the line of Tract 4; thence with the line of Tract 4 S. 42-44 E. 631.07 feet to an iron pin in line of other property of the Grantee; thence with line of other property of the Grantee S. 64-28 W. 838.05 feet to a railroad spike in the center of the Old Sulpher Springs Road; thence with the center of the Old Sulpher Springs Road the following courses and distances: N. 2-55 E. 57.27 feet; N. 0-50 W. 47.49 feet; N. 2-21 W. 53.49 feet; N. 7-59 W. 129.92 feet; N. 10-26 E. 104.65 feet; N. 20-12 E. 89.43 feet; N. 27-20 E. 123.47 feet; N. 22-21 E. 87.07 feet; N. 4-52 E. 72.10 feet; N. 12-03 W. 76.46 feet; N. 22-50 W. 48.28 feet; and N. 29-10 W. 19.01 feet to a nail and cap, the point of BEGINNING, containing 8.26 acres, more or less.

Being the same property conveyed to the mortgagor herein by deed of Julie Kitchens dated March 15, 1984, to be recorded herewith.

DOCUMENTARY STAMP TAX

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 is 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 sail premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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