

MORTGAGE OF REAL ESTATE-Prepared by **WILKINS & WILKINS**, Attorneys at Law, Greenville, S. C.

BOOK **1301** PAGE **831**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

FEB 15 9 36 AM '74

DONNIE S. FARRERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Pelham Oaks Racquet & Swim Club, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Henry C. Painter, Jr. & Genevieve P. Bishop** Executor and Executrix of the estate of **Ella Jane S. Painter, Deceased.**

(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 **Thirty-seven Thousand Five Hundred Twenty-three** Dollars (\$ **37,523.50**) due and payable and 50/100-----

one year from date

with interest thereon from date at the rate of **6 3/4%** per centum per annum, to be paid: at maturity.

The parties agree that the maker *paid in full* anticipate payment without penalty.

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, 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**, on the south side of **Pelham Road**, containing **7.55 acres** as shown on plat of property entitled "**Pelham Oaks Racquet & Swim Club, Inc.**" prepared by **Campbell & Clarkson Surveyors, Inc.** dated **February 7, 1974** and recorded in plat book **5B** at page **75** in the RMC Office for **Greenville County, S. C.** and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the south side of Pelham Road located approximately **178.5 feet** west of **Bridle Path Lane** and running thence **S. 7-05 E. 326.03 feet** to an iron pin; thence **N. 65-41 E. 238.49 feet** to an iron pin; thence **N. 87-03 E. 178 feet** to an iron pin; thence **S. 11-25 E. 443.50 feet** to an iron pin; thence **S. 78-39 W. 729.96 feet** to an iron pin; thence **N. 7-10 W. 443.68 feet** to an iron pin; thence **N. 87-46 E. 240 feet** to an iron pin; thence **N. 7-05 W. 344.14 feet** to an iron pin located on the southern side of Pelham Road; thence running with Pelham Road **N. 85-42 E. 50 feet** to an iron pin the point of beginning.

MAY 29 1975



Robert Thomas

Mary H. Williams

Shirley A. Caulder

Mary H. Williams

Henry C. Painter, Jr.
Henry C. Painter, Jr.
Executor

Genevieve P. Bishop
Genevieve P. Bishop
Executrix
of the Estate of Ella Jane
S. Painter

RECORDING FEE
PAID \$ 1.00

Donnie S. Farrersley
R.H.C.

27976

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GREENVILLE CO. S. C.
MAY 23 4 04 PM '75
DONNIE S. FARRERSLEY
R.H.C.

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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