

FILED
GREENVILLE, CO. S. C.

BOOK 1389 PAGE 540
BOOK 53 PAGE 675

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 18 10 13 AM '77 MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, F. H. GILLESPIE

(hereinafter referred to as Mortgagor) has guaranteed the performance by Davis Mechanical Contractors, Inc. of a certain agreement dated January 19, 1977 between Davis and G. Maurice Ashmore, Ernest W. Donald, Mack A. Ashmore, and William P. Haas, as their interests may appear, and is executing this Mortgage to secure said guarantee.

APR 10 1978

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FILED
GREENVILLE, CO. S. C.
FEB 10 1 35 PM '77
DONNIE S. TANKERSLEY
Paid in full & Satisfied this 10th day of April, 1978.
Witness as to
Mack A. Ashmore
Ernest W. Donald
G. Maurice Ashmore
William P. Haas

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid guarantee, 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 Greenville, Highland Township on the North side of Lindsey Bridge Road, and having according to a survey made by Jones Engineering Services in December 1967, recorded in the R.C. Office of Greenville County, S.C. in Plat Book VVV, page 171, the following metes and bounds, to wit: Beginning at a point in Lindsey Bridge Road at the Southeast corner of the tract herein described, and at corner of property now or formerly of Grady Lindsey, and runs thence N. 14-17 W. 918.1 ft. to an iron pin; thence N. 43-19 E. 121.5 ft. to an iron pin; thence S. 88-13 E. 97.6 ft. to an iron pin; thence N. 66-27 E. 451 ft. to an iron pin; thence N. 75-57 E. 124.6 ft. to an iron pin; thence N. 54-56 E. 145 ft. to an iron pin; thence N. 13-39 E. crossing Mush Creek 420.8 ft. to an iron pin; thence N. 60-43 W. 109.4 ft. to an iron pin; thence N. 72-13 W. 238.5 ft. to an iron pin; thence N. 74-18 W. 130 ft. to an iron pin; thence N. 62-06 W. 100 ft. to an iron pin; thence N. 76-51 W. 83 ft. to an iron pin; thence N. 62-04 W. 167 ft. to a point in the center of Mush Creek; thence along the center of Mush Creek, the traverse lines being as follows: N. 60-00 W. 268 ft.; N. 73-30 W. 130.7 ft. and due West 162 ft. to a point in the center of Mush Creek; thence leaving Mush Creek and running S. 22-45 E. 170 ft. to an iron pin; thence S. 58-20 W. 869.5 ft. to an iron pin; thence S. 55-21 E. 478 ft. to an iron pin; thence S. 6-37 W. 1040 ft. to an iron pin; thence S. 6-0 W. 635 ft. to a point in Lindsey Bridge Rd.; thence along Lindsey Bridge Rd. N. 77-25 E. 100 ft. to a point; thence still with Lindsey Bridge Rd. N. 71-50 E. 350 ft. to a point; thence still with Lindsey Bridge Road, N. 67-13 E. 141.4 ft. to a point; thence still along Lindsey Bridge Road, N. 65-58 E. 569.7 ft. to the beginning corner, and containing 60 acres, more or less.

ALSO all that piece, parcel or tract of land consisting of 14.2 acres located on the northern side of Lindsey Bridge Rd. as shown on Plat entitled "Property of F. Harold Gillespie and John S.W. Parham" prepared by Delia R. Williams, Jr. September 22, 1973, and recorded in the R.C. Office for Greenville County in Plat Book 5-B, page 49, and

ALSO all that certain .09 acre triangular tract located at the southwestern corner of the foregoing described property, more particularly described as follows: BEGINNING at an iron pin at the center line of Lindsey Bridge Rd. which iron pin is the southwestern corner of the foregoing property, and running thence S. 14-17 W. 84.0 ft.; thence N. 31-48 E. 137.0 ft. to an iron pin on the center line of Lindsey Bridge Road; thence running with the center line of Lindsey Bridge Road S. 69-00 W. 99.0 ft.

Being the same property conveyed to Mortgagor by Deed recorded in Deeds Book 1039, p. 422, dated 7-8, 1976, and recorded on 7-12, 1976.

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.