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COUNTY OF GREEN VILLE S. TANKERSLEY COUNTY OF GREEN VILLE R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONWHEREAS Upper Carolina Sportsman Club

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hoke 'S mith

in ten (10) consecutive annual installments of \$1,000.00 each commencing on the 1st day of January, 1974 and continuing on like date annually thereafter until paid in full;

with interest thereon from date at the cate of Seven 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 faxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid dabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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, bargained, sold and released, and by these presents does grant, bargain, self and release unto the Mortgagoe, 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, Fairview Township, containing approximately 20 acres, more or less, and having the following courses and distances, to-wit:

BEGINNING at a point in the middle of a County Road known as Craigo Road at the joint intersection of the southwestern portion of a tract now or formerly of Anna M. Efstration and the northernmost portion of a tract of West Virginia Pulp and Paper Company and continuing in a southerly direction along the line of West Virginia Pulp and Paper Company approximately 231.66 feet to a point; thence continuing along said line of West Virginia Pulp and Paper Company in a westerly direction approximately 1,478.76 feet to a point in Martin Creek; thence running along the center of Martin Creek to a point in the center of Craigo Road and at a point where said road crosses Martin Creek; thence running in an easterly direction along due center of Craigo Road to the point of beginning, containing approximately 20 acres, more or less.

THIS BEING the same property conveyed to the Mortgagors herein by deed of Joe K. Smith and Margaret G. Smith dated May 24, 1973 and recorded prior hereto.

Together with all and singular rights, members, harditaments, and appurtagences to the same belonging in any way incident or appertaining, and of all the cents, issues, and profits which may arise or be had thereform, 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 Mortgages, its heirs, successors and assigns, forever,

The Martgager covenants that it is lawfully seized of the premises heroinabovo 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 lions and encumbrances except as provided heroin. The Mortgager further coverants to warrant and forever defend all and singular the said premises unto the Martgager ferover, from and against the Mortgager and all porsons whomsoever lawfully claiming the same or any part thereof,