300x 1299 PASE 571

STATE OF SOUTH CAROLINATE, S. TANKERSLEY R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jimmy J. Lindsey Real Estate, Inc.

(hereinafter referred to as Mortgager) is well and truty indubted unto The Citizens & Southern Mational Bank, 46 Broad Street, Charleston, South Carolina

(hereinafter referred to as Mortgages) as evidenced by the Mortgagor's promissory note of even date horowith, the terms of which are incorporated horoin by reference, in the sum of

Eighty-seven thousand and no/100----- Delies (87,000.00) due and payable in full twenty-four months from date as provided in said Note, the terms of which are incorporated herein by specific reference.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to be for the Mortgagor's account for taxes, insurance promiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgager, in consideration of the aforesain debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager may be indebted to the Mortgager et any time for advances made to or for bis account by the Mortgager, and also in consideration of the further sum of Three Deliars (\$3.80) to the Mortgager in hand well and traffy peld by the Mortgager at and before the seating and delivery of these presents, the receipt whereat is hereby advanced has granted, bergained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgager, its successors and designs:

"ALL ther certain piece, percel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Caroline, County of GREENVILLE, in Gantt Township, containing approximately 12 acres and being described as follows in accordance with a plat prepared by Campbell and Clarkson, Surveyors dated December 3, 1973:

BEGINNING at an iron pin at the joint corner of property of T. V. Sherman and Belle Meade, Section 5, and running thence along the respective properties of Belle meade, Section 5, Baskin and Ladson, N. 35-05 E. 1081.7 feet to an iron pin on the line of a 16 feet easement; thence along the line of said easement, E. 368 feet to an iron pin at the corner of a lot of Johnson; thence along said Johnson lot S. 33-27 W. 127.5 feet to an iron pin; thence continuing with the line of said Johnson lot, S. 50-41 E. 152.2 feet toan iron pin at the rear corner of a lot of Abraham; thence S. 39-27 W. 325 feet to an iron pin; thence S. 50-01 E. 177.2 feet to an iron pin; thence along the line of Harris Estate, S. 39-27 W. 251.9 feet to an iron pin; thence along the line of Gaines N. 64-22 E. 164.7 feet to an iron pin on the southerly side of Uneeda Court; thence along the southerly side of Uneeda Court in a northwesterly direction, 180 feet to an iron pin; thence along the joint line of Lots 31 and 32 in a southwesterly direction 90 feet to the joint rear corner of Lots 32 and 33; thence along the rear line of Lot 33 in a southwesterly direction 70 feet to an iron pin on the line of property of Sexton; thence along the line of Sexton, N. 74-25 W. 167.3 feet to an iron pin in the edge of Uneeda Drive; thence along the easterly edge of Uneeda Drive and property of Sexton, S. 5-23 E. 457.7 feet to an iron pin; thence along the line of Sherman Park, Section I, s. 84-33 W. 244 feet to an iron pin on the line of Wadley; thence along said Wadley Lines, N. 4-56 W. 453.4 feet to an iron pin; thence along Sherman Line, N. 9-23 E. 85 feet to the point of beginning.

Included in the above described tract are Lots 1 through 30 and Lots 32 and 33 of a proposed development to be known as Sherman Park, Section Two, as shown on a Preliminary Subdivision Plan prepared by Campbell and Clarkson, Surveyors, dated December 3,1973. Such plan has received preliminary approval by the Greenville County Planning Commission and a final plat of such subdivision will be recorded upon receiving final approval of such Planning Commission Also included in such description are proposed streets to be known as Uneeda Drive, Uneeda Court and Ineeda Drive. There is expressly EXCLUDED (see sheet)

Together with all and singular rights, members, harditements, and appurtourness to the same belonging in any way incident or opportaining, and of all the rents, 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.