

V MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603
MORTGAGE OF REAL ESTATE

1457 pg. 375

FILED

STATE OF SOUTH CAROLINA
GREENVILLE CO. S. C.
COUNTY OF GREENVILLE }
1972 } 4 56 PM '72
CONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Wesley V. Harrison

(hereinafter referred to as Mortgagor) is well and truly indebted unto C/E Construction Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date hereto, the terms of which are incorporated herein by reference, in the sum of Three Hundred Thousand and No/100ths----- Dollars \$ 300,000.00 due and payable

on March 31, 1979

with interest thereon from date at the rate of 12 per centum per annum, to be paid March 31, 1979

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 purpose.

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, to pay over the aforesaid sums to the said Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00), doth give and grant, and will and doth, pay to the Mortgagee, it and its successors, and assigns, all and singular the right, title, and interest, in and to the land described in the following paragraph, and in these presents dies, goes, bargain, sell and release unto the Mortgagee, its heirs, successors, and assigns,

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ALL that certain piece, parcel or tract of land, together with all improvements thereon, located, lying and being in the County of Greenville, State of South Carolina, containing 42 acres, more or less, as shown on survey entitled "Survey for Wesley V. Harrison", dated November 17, 1977, prepared by Enwright Associates, Inc. and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of the right of way of Pelham Road, at the joint front corner of the within tract and property now or formerly of R. V. Byers and running thence S. 36-06-06 W., 454.77 feet to a point; thence, N. 44-46-51 W. 104.99 feet to a point; thence S. 45-51-27 W. 180 feet to a point; thence N. 40-48-00 W. 146.88 feet to a point; thence N. 88-34-13 W. 247.87 feet to a point; thence, along a curve, S. 36-28-28 W., the radius of which is 275 feet to a point; thence S. 06-26-08 E. 472 feet, more or less, to a point on or near the edge of Big Rocky Creek; thence along the center line of Big Rocky Creek, the following traverses and distances: N. 80-14-40 W. 250.94 feet, S. 76-41-25 W. 293.32 feet, S. 67-29-18 W. 298.32 feet, S. 84-32-30 W. 148.44 feet; thence N. 56-12-28 W. 151.65 feet and N. 58-20-32 W. 116.01 feet to a point; thence turning and leaving the center of Big Rocky Creek N. 01-58-06 E. 764 feet, more or less, to an old iron pin; thence S. 87-53-54 E. 227.12 feet to a point; thence N. 01-52-06 E. 499.19 feet to a point on the southern side of the right of way of Pelham Road; thence along said right of way S. 88-33-43 E. 972.56 feet to a point; S. 83-08-28 E. 95.56 feet to a point; S. 78-27-29 E. 97 feet to a point; S. 72-55-78 E. 97.08 feet to a point; S. 68-07-53 E. 97.14 feet to a point; S. 62-58-00 E. 97.17 feet to a point; thence S. 58-16-14 E. 97.29 feet to a point; S. 53-32-43 E. 97.06 feet to a point; S. 48-03-12 E. 96.95 feet to a point and S. 44-21-54 E. 92.27 feet to a point, the point and place of beginning.

(Continued on rider attached hereto and made a part hereof)

Together with all and singular rights, members, tenements, 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 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 Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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