MORTGAGE OF REAL ESTATE-Prepared by MILEY AND RILEY CAttorneys at Law, Greenville, S. C.

COUNTY OF GREENVILLE

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

WHEREAS,

MOUNTAIN LAND AND WATER COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

THE PALMETTO BANK

(licreinafter 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 -

TWENTY-THREE THOUSAND FIVE HUNDRED & NO/100---- Dollars (\$ 23,500.00) due and payable six months from date

as stated in note

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 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 Mortgagoe 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 (\$3.60) 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, in Cleveland Township, at or near Caesar's Head, and having according to a plat entitled "Property of Craig M. Bennett", prepared by J. D. Calmes, Reg. Surveyor, dated August 18, 1954, as revised November 14, 1956 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book GG at page 56B, the following metes and bounds, to-wit:

BEGINNING at an iron pin 41.0 feet northwest of an unnamed drive at the joint corner of Lot No. 5 and an area identified on said plat as Parking Area; thence due North 60.0 feet to an iron pin; thence N. 23-59 E. 60.0 feet to an iron pin; thence S. 72-50 E. 196.5 feet to an iron pin; thence S. 32-26 W. 90.0 feet to old iron pin, at the corner of Lot No. 4; thence N. 83-20 W. 164.9 feet to point of beginning.

ALSO: The right to use jointly with adjoining property for parking purposes only that certain tract abutting the northwest side of said lot and identified on said plat as Parking Area.

ALSO: The right to use without charge such septic tank or tanks lying in or near this as may be maintained by the Caesar's Head Company, Inc. for its own use. In the event that the Caesar's Head Company, Inc. discontiues said maintenance, then the property holders may continue to use and maintain the said tank or tanks.

This conveyance is made, however, subject to the following restrictions which are deemed covenants running with the land:

- (1) This property may be used for residential purposes only, and no building other than a one-family dwelling may be erected thereon, garage and outbuildings excluded.
- (2) No hotel, Inn, boarding house, cafe, restaurant or any type of eating establishment may be erected or operated on these premises.

This property is made subject to any restrictive covenants, building setback lines, rights of way and easements which may affect the above-

described property. This being the same property conversed to the Miningager.

Austin by deed of W. W. Marchart In dated August 30, 1977 and recorded in Vol. 110 along 45% 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 bourshald furniture he considered a part of the real actusts. 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 whomsoever lawfully claiming the same or any part thereof.

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