MORTGAGE OF REAL ESTATE-Offices of Leatherspork Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA Greenville COUNTY OF

ORTGAGE OF REAL ESTATE OLLIE FARNSWOR WHOM THESE PRESENTS MAY CONCERN. R. M. C.

WHEREAS, PARAMOUNT DEVELOPERS, INC.

shereinaster referred to as Mortgagor) is well and truly indebted unto ELSIE F. HAYES

(hereinaster 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 One Hundred Sixty Nine Thousand, Six Hundred Ten and 41/100 Dollars (\$169,610.41 .) due and payable

Due and payable in four equal consecutive annual installments of \$42,402.60, the first such installment being due one year after date and the remaining installments on the same day of each year thereafter until paid in full; (The borrower shall have the right to prepay the entire unpaid balance on the mortgage without penalty at any time after nine months from date)

with interest thereon from date

at the rate of seven per centum per annum, to be paid:

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 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 Mortgager in hand well and truly paid by the Mortgagee at and before the scaling 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 on the southerly side of Woodruff Road, in the City of Greenville, S. C., containing 51.54 acres, more or less as shown on plat entitled "Property of Elsie F. Hayes" made by Campbell & Clarkson Surveyors, Inc. dated June 9, 1970, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the intersection of the south right of way line of Woodruff Road and the east right of way line of Rocky Slope Road and running thence with the east right of way line of Rocky Slope Road S 28-33 E 136.5 feet to a point; thence continuing with said Road S 30-43 E 272 feet to a point; thence leaving said Road and running thence N 52-40 E 160.8 feet to a point; thence S 32-20 E 140.75 feet to a point; thence S 66-25 W 167.61 feet to a point on the east right of way line of Rocky Slope Road; thence with said Road S 33-26 E 16.24 feet to a point; thence leaving said Road and running thence N 66-25 E 167.29 feet to a point; thence S 32-20 E 30.35 feet to a point; thence S 66-25 W 166.7 feet to a point on the east right of way-line of Rocky Slope Road; thence with said Road S 30-33 E 242.7 feet to a point; thence S 23-56 E 172.9 feet to a point; thence S 21-12 E 348.1 to the corner of property of Maney; thence leaving said Road and running thence N 63-13 E 190.9 feet to a point; thence S 17-50 E 500 feet to a point; thence S 65-35 W 190 feet to a point on the east right of way line of Rocky Slope Road; thence with said Road S 31-30 E 28.7 feet to a point in the line of property now or formerly owned by Hollingsworth; thence with the line of property of Hollingsworth N 64-53 E 1,357.8 feet to a point in or near a branch; thence N 12-15 E 188 feet to a point; thence N 12-15 W 364 feet, more or less, to a point; thence S 75-45 W 20 feet to a point in the center of a branch, corner of property now or formerly of Henderson; thence along the Henderson line S 75-45 W 235 feet to a point; thence continuing with the Henderson line N 14-15 W 1,036 feet to a point on the south right of way line of Woodruff Road; thence along the south right of way line of Woodruff Road S 75-29 W 1,508.9 feet to the intersection of Woodruff Road and Rocky Slope Road, the point of beginning.

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 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 Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.