GREENVILLE CO.S.C.

Jun 28 11 40 AH '73

BOOK 1282 PAGE 863

STATE OF SOUTH CAROLINA DON HE'S. TANKERSLEY COUNTY OF GREENVILLE

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

WHEREAS, Henderson Forest Investors, a limiting partnership

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

Carolina Federal Savings & Loan and First Piedmont Bank & Trust

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of the Mortgager's promissory note of the manufacture of th

TWO HUNDRED TEN THOUSAND

Dollars (\$210,000

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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 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 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 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

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 Lindmont Drive and being shown and designated as Lot No. 21 on a plat entitled Henderson Forest made by Campbell & Clarkson Surveyors, Inc. dated June 9, 1971, and recorded in Plat Book 4R at Page 41, R.M.C. Office, Greenville County (this being the subdivision formerly known as Terrydale Subdivision as shown on a plat recorded in Plat Book 4N Page 17, R.M.C. Office, Greenville County) and having according to the plat dated June 9, 1971, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Lindmont Drive, joint front corner of lots 22 and 21 and running thence along Lindmont Drive, N. 9-55 E. 80 feet to an iron pin, joint front corner of lots 20 and 21; thence N. 80-05 W. 141.8 feet to an iron pin, joint rear corner of lots 20 and 21; thence S. 9-49 W. 80 feet to an iron pin, joint rear corner of lots 22 and 21; thence S. 80-05 E. 141.65 feet to the point of beginning.

For reference to the notes which this mortgage secures, see that certain agreement dated February 18, 1972 by and between Carolina Federal Savings & Loan, Greenville, South Carolina, Lindsey Builders, Inc. and First Piedmont Bank & Trust with same being recorded in the R.M.C. Office for Greenville County, Greenville, South Carolina, in mortgage book 1222 Page 661.

The mortgagee agrees to release property under this mortage upon payment of \$5,025 by the mortgagor.

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 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 scized 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.