

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

NOV 23 3 05 PM '73

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, Pendleton Manor, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Solomon

(hereinafter 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

Sixteen Thousand and No/100 ----- Dollars (\$ 16,000.00) due and payable quarterly in nineteen (19) payments of \$1,075.46, the first quarterly payment being due on February 15, 1974, and the succeeding eighteen (18) quarterly payments being due in succeeding quarters thereafter with the twentieth (20th) quarterly payment in the amount of \$1,075.34, being due on November 14, 1978, with interest thereon from _____ date _____ at the rate of 12 per centum per annum, to be paid: quarterly

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 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:

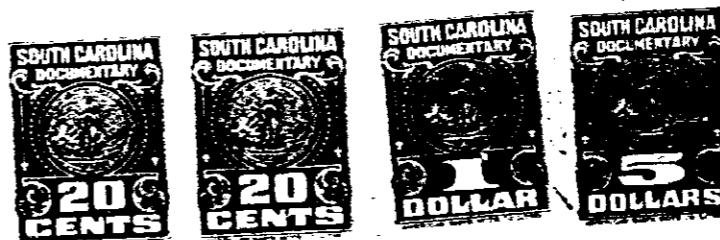
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as the Property of Pendleton Manor, Inc. as shown on a plat prepared by Dalton & Neves, Engineers, dated June 1972, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Summit Drive, joint front corner of property now or formerly of O'Neal; running thence with Summit Drive, N. 12-23 E. 125.2 feet; thence continuing with Summit Drive, N. 15-50 E. 146 feet to an iron pin at property now or formerly of R. H. Hand; thence S. 88-10 E. 390.96 feet; thence with the line of property now or formerly of Neil W. Solomon, S. 6-03 W. 296.91 feet; thence with the line of property now or formerly of Poinsett Apartments, Inc. and Erlene J. O'Neal, N. 84-00 W. 428.18 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed by Pendleton Manor, Inc. to First Federal Savings and Loan Association in the original sum of \$550,000.00, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1248 at Page 438.

This mortgage shall be equal in lien to that certain mortgage held by Marcy R. Miller and Betty Lou Miller dated January 1, 1973, in the original sum of \$50,000.00 and the mortgages given November 15, 1973, to Neil W. Solomon, Eugene E. Solomon, James D. Solomon, Mabel G. Clark, Tom Bartels, *Gerald Bartels, J. Harold Townes and L. W. Brummer, totaling in the aggregate the sum of \$100,000.00 and the within mortgage shall be equal in lien to additional mortgage and/or mortgages given as security for additional loans made to Mortgagor, which loans including the within mentioned mortgages shall not exceed in the aggregate the sum of \$200,000.00.

* Roscoe E. Pendleton and Grace V. Pendleton



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 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.

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