

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
JAN 4 10 19 AM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HOLLY TREE PLANTATION, A LIMITED PARTNERSHIP

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

(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 Twenty-eight Thousand Nine Hundred Seventy-four and 84/100ths Dollars (\$ 28,974.84 due and payable TWELVE (12) MONTHS FROM DATE

with interest thereon from date at the rate of 9 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 piece, parcel or lot of land situate, lying and being on the Western side of a County Road near Adams Mill Road in Austin Township, in Greenville County, South Carolina, containing 8.70 acres, net, according to a plat entitled "Survey for Holly Tree Plantation" made by Piedmont Engineers & Architects, dated November 12, 1973, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5E, page 37 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a County Road (said iron pin being located 816 feet in a southerly direction from the intersection of the center line of Adams Mill Road), and running thence with the center line of said County Road, S. 5-37 W., 510.0 feet to an iron pin; thence with the line of property now or formerly belonging to James H. Maddox, S. 69-21 W., 501.0 feet to an iron pin; thence with the line of property now or formerly of Holly Tree Plantation, N. 23-16 W., 742.6 feet to an iron pin; thence with the line of property now or formerly belonging to Eugene Anderson, N. 49-30 E., 210.0 feet to an iron pin; thence with the line of property now or formerly belonging to Lewis Yeargin and Minnie Mae Yeargin, S. 22-45 E., 200.19 feet to an iron pin; thence continuing along said line, N. 85-00 E., 577.85 feet to an iron pin in the center line of said County Road, the point of beginning.

This second mortgage is junior in lien to that mortgage given by the mortgagor to Lewis Yeargin and Minnie Mae Yeargin of even date covering the above described property.

ALSO:

ALL that piece, parcel or lot of land situate, lying and being near Adams Mill Road at the northwestern corner of the intersection of Lyons Drive and a County Road in Austin Township, Greenville County, South Carolina, containing 13.35 acres net, according to a survey for Holly Tree Plantation, made by Piedmont Engineers & Architects, dated November 13, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5E page 38 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a County Road (said iron pin being located 1893 feet in a southerly direction from the intersection of the
CONTINUED ON ADDENDUM

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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