

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1311 PAGE 331

TO ALL WHOM THESE PRESENTS MAY CONCERN:
MAY 23 11 32 AM '74

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, J. GORDON CLAYTON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOLLY TREE PLANTATION, a Limited Partnership,

(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

--TWELVE THOUSAND AND NO/100----- Dollars (\$12,000.00--) due and payable

Upon the sale of Lot 61, Knollwood Heights, or not later than six (6) months from date

with interest thereon from date at the rate of -----6% per centum per annum, to be paid: semi-annually.

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 Lot No. 61 on a plat of Knollwood Heights, addition to Section #3, dated August 25, 1967, prepared by Piedmont Engineers and Architects and recorded in the RMC Office for Greenville County in Plat Book WWW, at Page 6 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Devon Drive at the joint front corner of Lots 60 and 61, and running thence S. 72-50 W., 165 ft. to an iron pin; thence running N. 17-10 W., 115 ft. to an iron pin; thence running N. 72-50 E., 165 ft. to an iron pin on the Western side of Devon Drive; thence with Devon Drive S. 17-10 E. 115 ft. to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor by deed recorded in the RMC Office for Greenville County in Deed Book 874, at Page 249.

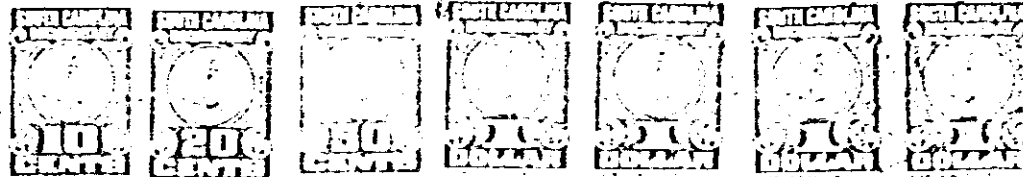
This mortgage is junior to that certain mortgage previously recorded in the RMC Office of Greenville County in Mortgage Book 1134, at Page 471 in the amount of \$30,000.00 to C. Douglas Wilson Company.

ALSO, ALL that piece, parcel or lot of land, situate, lying and being on the southern side of the cul-de-sac of Long Point Way, Greenville County, South Carolina, being shown and designated as Lot No. 56 on a plat of Holly Tree Plantation made by Enwright Associates, Engineers, dated May 28, 1973, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X, pages 32 through 37, inclusive, reference to which is hereby craved for the metes and bounds thereof.

The above described property is hereby conveyed subject to building setback lines, and easements shown on the aforementioned recorded plat of Holly Tree Plantation and to the Declaration of Covenants and Restrictions recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 977, Page 583 and to a twenty-five foot sanitary sewer line easement crossing through the rear portion of the above described property.

This is the same property conveyed to the Mortgagor by Holly Tree Plantation, a Limited Partnership, to be recorded of even date herewith.

It is agreed and understood that the mortgage on the above described Lot 56 of Holly Tree Plantation shall be junior to a mortgage to be placed on said Lot at a later date with the purpose of construction of a residence by the mortgagor.



Together with all and singular rights, members, hereditaments, 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 heretofore 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.

0.33

4328 RV-2