

FILED
GREENVILLE CO. S.C.

BOOK 1445 PAGE 832

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
INDEXED

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

WHEREAS, Double C Investments, a Limited Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Smiley B. Williams, Route #2, Greer, South Carolina, 29651,

(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 -----

Fifty Thousand and No/100----- Dollars (\$ 50,000.00) due and payable

as per the terms of said note;

with interest thereon from date at the rate of eight per centum per annum, to be paid: as per the terms of said note.

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:

TRACT NO. 1: ALL that piece, parcel or lot of land in O'Neal Township, Greenville County, S.C., near Berry's Mill and east therefrom, on Beaver Dam Creek, bounded on the north and east by lands now or formerly of Grover A. Hawkins, on the south by Tract No. 2 hereinbelow described, and on the west by lands now of formerly of B.C. Berry, containing 35.73 acres, more or less, having the following courses and distances according to a plat made by H.S. Brockman, Surveyor, dated February 9, 1937, to-wit:

BEGINNING at an iron pin in the road that leads from Berry's Mill to Jordan Road near Jordan High School, the northwestern corner of the tract, and running thence with the center of the road as follows: N 29-30 E 158.7 feet, N 64-15 E 842 feet, S 87 E 200, N 83 E 100, N 67-30 E 100 feet, N 49-45 E 100 feet, N 20-15 E 100 feet, N 0-20 E 200 feet, N 49-45 E 100 feet, and S 62-39 E 137 feet to the center of the bridge over Beaver Dam Creek; thence down and with the meanderings of Beaver Dam Creek as follows: S 32-20 W 136 feet, S 16-45 E 103 feet, S 14 E 322.5 feet, S 16-30 E 331 feet, S 10-45 W 248 feet, and S 2-15 W 275 feet to W. O. (gone); thence S 66 W 896 feet to an iron pin; thence N 45 W 1145 feet to the point of beginning.

TRACT NO. 2: ALL that other tract of land adjoining the above-described tract and lying on the south side thereof, containing 15 acres, more or less, bounded on the north by the above-described tract, on the east by lands now or formerly of Mrs. Junie Walls, on the south by lands now or formerly of the T.P. Fitts Estate, and on the west by lands now or formerly of B.C. Berry, and having the following courses and distances according to a plat made for S.C. Dickson by H.S. Brockman, Surveyor, dated February 19, 1934, to-wit:

BEGINNING at a stone on the northwestern corner of the tract, on line or corner with property now or formerly of B.C. Berry, and running thence N 70-30 E 23.25 chains to a W. O. near Beaver Dam Creek; thence S 29-15 W 13.46 chains to a wild cherry; thence S 70-30 W 12.25 chains to a stone, corner of property now or formerly of the Fitts Estate and B.C. Berry; thence with the Berry line N 25-37 W 9.00 chains to the beginning corner.

TRACT NO. 3: ALL that piece, parcel or lot of land in O'Neal Township, Greenville County, S.C., containing four and thirty-two hundredths (4.32) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a poplar on the east bank of Beaver Dam Creek and running thence down said creek as follows: S 22-10 E 105 feet to a bend, S 16-29 E 331 feet to a bend, S 3/4 10-25 W 248 feet to a bend, and S 2-15 W 275 feet to S.C. Dickson's X; thence N 72-05 E 110.7 feet to a stake; thence N 4-26 W 223.2 feet to a stake; thence N 23-35 E 185.3 feet to a stake; thence N 55-10 E

(CONTINUED)

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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