

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
2 3 17 PM  
CLERK S. TAMMERTON  
CLERK

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

WHEREAS, JAMES W. GENTRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 Six Hundred Sixteen and 80/100-----

----- Dollars (\$ 12,616.80 ) due and payable

in accordance with terms of note of even date herewith

including  
/with interest thereon from date at the rate of 11.58 apr per centum per annum, to be paid: monthly

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 Tract No. 11, containing five (5) acres, according to a plat of the property of Cherokee Estates made by Wolfe & Huskey, Inc., recorded in the R.M.C. Office for Greenville County in Plat Book 5X, Page 52, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on Scenic Highway 11 at the joint front corner of Tracts 11 and 10 and running thence along said Scenic Highway 11 the following courses and distances: S. 70-41 E., 160 feet, S. 74-43 E., 160 feet, S. 78-50 E., 160 feet, S. 81-55 E., 100 feet, S. 83-13 E., 75 feet to the corner of property now or formerly of Geneva T. Lindsey; thence along the Lindsey property S. 03-13 E., 405.7 feet to the joint rear corner of Tracts 11 and 1; thence running along the joint line of said property S. 84-13 W., 219.6 feet; thence with the lake as the line the following courses and distances: N. 02-08 W., 220 feet, N. 49-31 W., 22 feet, N. 78-03 W., 100 feet, S. 83-07 W., 100 feet, S. 71-04 W., 100 feet, S. 81-19 W., 100 feet, and S. 87-58 W., 56.6 feet to an iron pin; thence N. 02-31 E., 373.9 feet to an iron pin, the beginning corner.

INCLUDED in the description of this tract is a roadway known as Becky Lake Drive and it is not the intention of the grantor to convey any part of said road, but said property is sold specifically subject to any and all persons having the right to use said road for ingress and egress through which this property passes or to any part of any land of Cherokee Estates that it may lead to or to any property owned by Donald J. Williams, Sr., his heirs and assigns.

This property is sold subject to the right of way of Becky Lake Drive as shown on said plat and at no time shall the road be closed, but said roadway is for the benefit of all persons owning property in Cherokee Estates and to any property that Donald J. Williams Sr., owns adjoining or adjacent to said tract.

It is specifically agreed and made part of the consideration that any person owning property through which this road passes shall maintain at owner's expense that portion of the road which passes through the owner's property.

Each tract of land will have an easement for purposes of water drainage from the road and a 15 foot easement will be required on each lot for utility purposes. This property is also subject to Building Restrictions and Protective Covenants applicable to Cherokee Estates recorded in the R.M.C. Office for Greenville County in Deed Book 1000, Page 773, and to all other easements or rights of way shown on said plat.

This is the same property conveyed to the mortgagor by deed of Curtis B. Hollifield, Jr., recorded in the R.M.C. Office for Greenville County on October 31, 1978, in Deed Book 1091, Page 138.

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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