

MORTGAGE OF REAL ESTATE

Mortgagee's mailing address GREENVILLE, S. C. 29614-0450

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C. JUN 5 3 29 PM '73 DONNIE S. TANKERSLEY R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Joe W. Hiller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, Trustee, Under Written Agreement dated December 12, 1968 between Charlie W. Aiken et al

(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 One Hundred Seventy Thousand and No/100 Dollars (\$ 170,000.00) due and payable

according to note of even date with interest from date

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid 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

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina, on Paris Mountain, and being shown on plat prepared by Carolina Engineering & Surveying Co., dated December 3, 1966, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book UUU at page 55, and containing according to said survey and plat 169.9 acres, more or less, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an old iron pin southwest of Altmont (Altamont) Road, at joint corner with Davis Property, and running thence N. 13-35 W. 265 feet to an old iron pin; thence N. 19-43 W. 226.3 feet to an old iron pin in old road; thence N. 12-26 E. 430 feet to iron pin in old road; thence with Hudson line, N. 50-0 E. 686.5 feet to concrete marker; thence with Hudson line, N. 31-32 W. 675 feet to old iron pin; thence with Meyers line, N. 41-51 W. 1346.2 feet to stone; thence with Meyers line, S. 72-24 W. 688.2 feet to concrete marker at Greenville Water Works line; thence with Greenville Water Works line, N. 34-32 W. 993.4 feet to concrete marker; thence with Greenville Water Works line, N. 75-43 E. 3232.2 feet to concrete monument; thence N. 75-43 E. 623.7 feet to copper pipe; thence continuing with Greenville Water Works line, S. 19-57 W. 964 feet to concrete marker; thence with Forestry Service line, S. 41-0 E. 1482 feet to Sirrine line; thence with Sirrine line, S. 48-59 W. 1269.9 feet to old iron pin at Davis line; with Davis line, N. 42-0 W. 243 feet to old iron pin; thence with Davis line, S. 48-40 W. 1182.7 feet to the point of beginning; less however those parcels heretofore sold by the Grantor as follows: (1) Deed to Philip K. Trammell recorded July 20, 1973 in Deed Volume 979, Page 503; (2) Deed to Commissioners of Public Works for the City of Greenville recorded November 4, 1973 in Deed Volume 1009, Page 581; (3) Deed to Joe W. Hiller recorded October 11, 1976 in Deed Volume 1044, Page 420.

It is understood and agreed between the parties hereto that the Mortgagor has the full right to develop the property and shall be entitled to the release from the lien of this mortgage all rights of way, easements and areas of land for roads, water lines, sewer lines, sewage disposal systems, including holding pond, utility lines and appurtenances thereto at such time as they are acceptable to the required authorities. In addition the terms and conditions of that certain agreement dated April 15, 1976, between the parties is incorporated herein by reference.

This being the same property conveyed to the mortgagor by deed of mortgagee, of even date, to be recorded herewith.

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 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.

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