

Mortgagee's mailing address: c/o Fete Parley, Jr., 480 Ewing St., Rock Hill, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

RECORDED
15 3 20 1979

WHEREAS, Alvin H. Rice and M. Dewayne Rice

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mauldin Downs, Ltd., a South Carolina 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

Twenty Seven Thousand and No/100-----Dollars (\$ 27,000.00) due and payable

Payable in monthly installments of \$563.76 commencing on the 12th day of February, 1979 and continuing on the 12th day of each month thereafter until principal and interest have been fully paid; the final payment of said principal and interest, if not sooner paid, to be due and payable five years from the aforesaid date of the first of such payments. Said payments are to be applied first to the payment of interest on the unpaid principal balance that shall be due from month to month and the balance applied to payment of principal, together

with interest thereon from date at the rate of 9 1/4 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

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 4 of Mauldin Downs as shown on a plat thereof prepared by Schumacher Engineering Service dated March 20, 1978 and recorded in the REC Office for Greenville County, S. C. in Plat Book 607 at Page 51 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail end up in the center of Verdin Road at the corner of Lot No. 3 and running thence with the line of said lot S. 77-30 E. 1,007.05 feet to an iron pin; thence with the line of property now or formerly owned by Rice S. 20-30 W. 497.58 feet to an iron pin; thence S. 08-30 W. 111.70 feet to an iron pin; thence continuing to the center line of a creek; thence with the center line of said creek as the property line following the meanders thereof in a westerly direction, the short of which being N. 81-40 W. 763.09 feet to a point where said creek intersects with the center line of Verdin Road; thence leaving said creek and running to a point in the center of Verdin Road; thence continuing with Verdin Road N. 10-30 E. 1,250.00 feet to a nail end up; thence continuing with said road N. 20-30 E. 1,794.00 feet to nail end up at the point of BEGINNING.

This being the same property conveyed to the mortgagors herein by deed of Mauldin Downs, Ltd. of even date and to be recorded herewith.

Mortgagor shall be entitled to the release of the above described property at the rate of \$5,000.00 per acre; the parties shall mutually agree upon the acreage to be released.

Release of any acreage lying within the flood plain as shown on the aforesaid plat shall be at a price of less than \$5,000.00 per acre by mutual agreement of the mortgagors and the mortgagee.

RECORDED
15 3 20 1979

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.

12-21-79