

Mortgagee's Address: 712 E. Main St., Greenville, S.C. 29601

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

PURCHASE MONEY MORTGAGE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA }  
 COUNTY OF GREENVILLE, }  
 S. C. }  
 03 PM '79 }  
 H.C. WILKERSLEY }

WHEREAS, J. Walter Huckabee

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jeff R. Richardson, Jr. as Trustee for Herbert Carson and others under Trust Agreement dated February 15, 1972 recorded in the RMC Office for Greenville County, South Carolina

(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 Six Thousand Five Hundred and No/100ths-----

-----Dollars (\$ 106,500.00 ) due and payable

in two equal annual installments of Fifty-Three Thousand Two Hundred Fifty and No/100ths (\$53,250.00) Dollars on August 30, 1980 and August 30, 1981, respectively

with interest thereon from date at the rate of ten per centum per annum, to be paid: annually with the principal installments called for above until paid in full.

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, the Mortgagee's heirs, 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 tract of land containing thirty (30) acres, more or less, situate, lying and being on the Southwesterly side of U. S. Highway 276 in Greenville County, South Carolina, near the Town of Simpsonville, being shown and designated as Tract B on a Plat of a Survey for Jeff R. Richardson, Jr., made by C. O. Riddle, RLS, dated November 28, 1969, and recorded in the RMC Office for Greenville County at Plat Book 4J, Page 41, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the Southwestern side of the right of way of U. S. Highway No. 276 at the joint corner of Tract A as shown on said plat and thence running along the right of way of U. S. Highway 276, S. 36-00 E. 491 feet to an iron pin; thence running S. 70-57 W. 3,091.5 feet to an iron pin in or near Rocky Creek; thence with Rocky Creek as the line in a Northeasterly direction, the following traverse courses and distances: N. 31-22 E. 115.3 feet, N. 32-37 E. 186.5 feet, N. 85-45 E. 160.8 feet, N. 8-16 W. 156.3 feet; thence leaving said creek and running with the common line of the aforementioned Tract A, N. 70-57 E. 2,585.4 feet to the point and place of beginning.

The above described property is the same conveyed to the mortgagor herein by Jeff R. Richardson, Jr. as Trustee dated August 30, 1979 and recorded herewith in the RMC Office for Greenville County.

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RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA

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 is 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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