

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JAN 24 4 02 PM '80
DONNA S. TANNERSLEY
R.M.C.

BOOK 1494 PAGE 38

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BERRY WOODS

(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 TWO HUNDRED FORTY THOUSAND AND NO/100-----
----- Dollars \$ 240,000.00 due and payable

IN ACCORDANCE WITH NOTE THIS DATE SIGNED

with interest thereon from date at the rate of ----- per centum per annum, to be paid

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, on the east side of Fairview Road and being a part of Tract Number 5 in a subdivision and plat of the Estate of John H. Nelson, made by W. J. Riddle, December, 1933, revised February 14, 1934 and containing 5 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Sam Coleman Land and running thence S. 65 W., 327 feet to an iron pin; thence along the Fairview Road S. 25 W., 321 feet to an iron pin near center of the Fairview Road; thence S. 70-40 E., 410 feet to an iron pin; thence N. 35 E., 523 feet to an iron pin in line of Tract Number 4 of the J. H. Nelson property; thence N. 62-27 W., 276 feet to the beginning corner and being a part of the land conveyed to P. A. Nelson by E. Inman, Master.

This is the identical property conveyed to the mortgagor by deed of O. C. Woods as recorded in the RMC Office for Greenville County in Deed Book 418, Page 385 recorded 9/11/50.

ALSO:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 8.02 acres on plat of Berry Woods as prepared by C. O. Riddle, RLS, dated February, 1964 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Babbtown Road and Frontage Road of Highway 276 and running thence with said Frontage Road S. 55-00 E., 615.1 feet to an iron pin; thence S. 35-00 W., 25 feet to an iron pin; thence S. 45-58 E., 48.9 feet to an iron pin; thence continuing with said Frontage Road S. 32-33 E., 100 feet to an iron pin; thence S. 8-06 E., 100 feet to an iron pin; thence S. 0-09 W., 98.2 feet to an iron pin; thence S. 9-01 E., 61.8 feet to an iron pin; thence S. 1-07 E., 68.2 feet to an iron pin; thence leaving said Frontage Road and running thence S. 76-15 W., 511.9 feet to an iron pin at the edge of Babbtown Road; thence with said Road N. 6-28 W., 945.7 feet to an iron pin to the intersection of Babbtown Road and Frontage Road of Highway 276, the point of beginning.

SEE ATTACHED!!!!

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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