

MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

BOOK 1532 PAGE 332

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
FEB 11 4 53 PM '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, ASSOCIATED BUILDERS & DEVELOPERS, INC., It's successors and assigns forever.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

W. W. OF GREENVILLE, INC.

(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

Dollars (\$8,000.00) due and payable

EIGHT THOUSAND AND NO/100-----

in two equal annual installments of \$4,000.00 each on the Eleventh Day of February, 1982 and 1983.

with interest thereon from date at the rate of Ten (10%) 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 Mortgagee'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 THOSE CERTAIN PIECES, Parcels or tracts of land, situate, lying and being on the Southeast side of Catalina Drive (formerly Arlington Street) near the City of Greenville in the Community of Paris, State and County aforesaid, being shown and designated as all of Lots 1, 2, 3, 4, and 5 on plat of property of R. G. Wilson, et al, prepared by Dalton & Neves, Co., Engineers, in March, 1974, which plat is recorded in the RMC Office for Greenville County, SC, in Plat Book 5D at page 45 and having according to said plats the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Catalina Drive at the corner of property now or formerly of Kerr; thence with the right-of-way line of Catalina Drive N 72-38E 500 feet to an iron pin, corner of Lot 6; thence with the line of Lot 6 S17-22E 108.3 feet to an iron pin on the Northwest side of the right-of-way line for the P&N Railroad; thence with said right-of-way, S72-17W 200 feet to an iron pin; thence continuing with said right-of-way, S70-12W 100.1 feet to an iron pin; thence still with said right-of-way, S64-42W 101 feet to an iron pin; thence continuing with said right-of-way line, S99-09W 102.8 feet to an iron pin; thence with line of property now or formerly of Kerr, N17-22W 151.7 feet to point of beginning.

BEING the same conveyed by deed of instant date from W. W. OF GREENVILLE, INC. to the Mortgagor, to be recorded herewith.

Together with all and singular rights, members, herditaments, 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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