

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
SEP 16 11 17 AM '82
DONNIE S. PAYTON
NANCY MACKIE
R.M.C.

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN C. MACKIE

(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 Twenty Thousand and no/100 ----- Dollars (\$120,000.00--) due and payable
and Security Agreement

UNDER THE TERMS AND CONDITIONS OF THE PROMISSORY NOTE, OF EVEN DATE.

with interest thereon from _____ date _____ at the rate of twelve 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, in Dunklin Township, being the tract of land conveyed to W. W. Scott by deed from Avery Jordan dated April 24, 1943 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 253 at Page 394, less, however, conveyances of portions of this property by prior deeds of W. W. Scott, and remaining now approximately 12 acres of said property, and it is bounded on the north by West Chapman Road and on the south by the Southern Estate and other property now or formerly owned by W. W. Scott.

ALSO, all that piece, parcel or lot of land situate, lying and being in Dunklin Township, Greenville County, South Carolina containing 73.95 acres, more or less, and being the same property conveyed to W. W. Scott by deed from Sallie W. Scott dated May 13, 1946 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 292 at Page 170, reference to said deed book and page is hereby made for a more complete description thereof.

This being the same property conveyed to the Mortgagor by deed of Syble S. Cantrell, Sarah S. Mosley and Olivia S. Hill recorded in the R.M.C. Office for Greenville County in Deed Book 1075 at Page 242 on March 14, 1978, with said property being conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

ALSO, all that piece, parcel or tract of land, containing 65.2 acres, more or less, situate, lying and being on the western side of Augusta Road in the County of Greenville, State of South Carolina, and being shown and designated on plat entitled Property of Nancy Payton, prepared by Freeland & Associates, Engineers and Surveyors, dated November 25, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8F at Page 87 and having, according to said plat, the following metes and bounds, to-wit:

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INDEXED

BEGINNING at an iron pin in the center of Augusta Road (U.S. Hwy 25) at the intersection of Augusta Road (U.S. Hwy 25) and Southern Road and running thence with the center of Southern Road the following courses and distances: S. 45-54 W. 116.2 feet to an iron pin; S. 41-36 W. 275.3 feet to an iron pin; S. 52-18 W. 187.3 feet to an iron pin; S. 51-38 W. 184.6 feet to an iron pin; S. 52-59 W. 319.7 feet to an iron pin; S. 49-21 W. 148.7 feet to an iron pin; S. 49-21 W. 105.6 feet to an iron pin; S. 58-54 W. 77.3 feet to an iron pin; S. 69-15 W. 425.1 feet to an iron pin at the joint corner of the premises herein and property now or formerly designated as 589.2-1-28; thence with the line of property now or formerly designated as 589.2-1-28 N. 44-36 W. 892.5 feet to an iron pin at the joint corner of property now or formerly designated as 589.2-1-28 and property now or formerly designated as 589.2-1-19.1; thence with the line of property now or formerly designated as 589.2-1-19.1 N. 17-05 E. 1456.9 feet to an iron pin at the joint corner of property now or formerly designated as 589.2-1-19.1 and property now or formerly (cont.)

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.

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