

HORTON, DRAWDY, DILLARD, MARCHAND & BROWN, P.A., 387 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAY 2 4 44 PM '72
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, THE TRUSTEES OF THE PROTESTANT EPISCOPAL CHURCH IN UPPER SOUTH CAROLINA, their successors and assigns (hereinafter referred to as Mortgagee) is well and truly indebted unto GREENVILLE DEVELOPMENT CORP.

(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 Forty Thousand Three Hundred Eighty-four and 80/100----- Dollars (\$40,384.80) due and payable

as provided for in the note which this mortgage secures,

with interest thereon from date at the rate of 7 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 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 piece, parcel or tract of land, containing 6.32 acres, more or less, situate, lying and being on the Southern side of Devenger Road, the Eastern side of Hudson Road and the Northern side of Continental Drive, in Butler Township, Greenville County, South Carolina, being shown as a portion of property on a survey for McCall-Threatt Enterprises, Inc. made by Piedmont Engineers & Architects, recorded in the RMC Office for Greenville County, S. C., in Plat Book YYY, page 163, and having according to a more recent plat entitled "Property of the Trustees of the Protestant Episcopal Church in Upper South Carolina" made by Piedmont Engineers & Architects, Greenville, S. C., dated November 24, 1971, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4Q, page 8, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeastern corner of the intersection of Hudson Road with Devenger Road and running thence along the Southern side of Devenger Road, S. 55-50 E., 368.6 feet to an iron pin; thence along the rear lines of Lots Nos. 89, 90, 91 and 92, of Merrifield Park, Sec. 2, S. 49-33 W., 527 feet to an iron pin; thence along the rear lines of Lots Nos. 93, 94 and 95, of Merrifield Park, Sec. 2, S. 45-34 W., 289.9 feet to an iron pin on the Northern side of Continental Drive; thence along the Northern side of Continental Drive, N. 42-43 W., 339.1 feet to an iron pin at the intersection thereof with Hudson Road; thence with the Northeastern corner of the intersection of Continental Drive with Hudson Road, the chord of which is N. 2-15 E., 35.3 feet to an iron pin; thence along the Eastern side of Hudson Road, N. 47-13 E., 224.5 feet to an iron pin; thence continuing along the Eastern side of Hudson Road, N. 49-51 E., 251.6 feet to an iron pin; thence continuing along the Eastern side of Hudson Road, N. 48-47 E., 233.1 feet to an iron pin, the beginning corner.

This mortgage and the note which the same secures have been executed by the undersigned as President of The Trustees of the Protestant Episcopal Church in Upper South Carolina, and as Bishop of The Diocese of Upper South Carolina, pursuant to Canon XVI of the Canons of the Episcopal Diocese of Upper South Carolina as contained in the Journal of the Fiftieth Convention of said Diocese. The within mortgage is a purchase money mortgage.

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.