FILED GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA 12 12 04 PH '73 COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS,

H. C. Berry and Ellen G. Berry

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

John P. Painter

thereinafter referred to as Mortgages) as evidenced by the Mortgager's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Three Thousand Five Hundred and No/100----- Dellars (\$3,500.00) due and psymble

in seventy (70) equal monthly installments of Fifty and No/100 (\$50.00) Dollars each, beginning October 11, 1973, and continuing monthly until paid in full.

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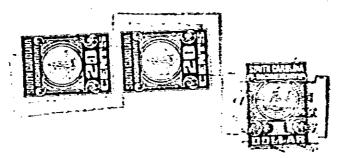
WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Merigagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Merigagor may be indebted to the Merigagoe at any time for advances made to or for his account by the Merigagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Merigagor in hand well and truly paid by the Merigagoe at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, and and released, and by these presents does grant, bargain, sell and release unto the Merigagoe, its successors and assesses.

"All that certain piece, percel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Caroline, County of Greenville, Oaklawn Township, containing

approximately 10.44 acres, and having, according to plat made by Dalton & Neves Company, Engineers, dated June, 1973, revised July, 1973, recorded herewith in the RMC Office for Greenville County in Plat Book 42, at Page 76, the following metes and bounds, to-wit:

BEGINNING at a point in the County Road approximately 4500 feet, southwest of the intersection of said County Road and Georgia Road and running, N. 74-59 W. 33 feet to an iron pin on the northwestern edge of said road; thence, N. 74-59 W. 1709.7 feet to an iron pin; thence, S. 24-51 E. 738.3 feet to an iron pin; thence, N. 76-00 E. 808.8 feet to an iron pin; thence, N. 43-58 E. 110 feet to an iron pin; thence, S. 67-05 E. 406.5 feet to an iron pin on the northwestern edge of County Road; thence, S. 67-05 E. 30 feet to a point in County Road; thence with said road, N. 43-58 E. 158 feet to the point of beginning.



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Together with all and singular rights, members, herditaments, and apportenances to the same belonging in any way incident or apportaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed 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 hereinzbove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

TO BUET