

1332 439

HORTON, DRAWDY, MARCHBANKS AND MOREHEAD, CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE, CO. S. C.
MAR 16 2 28 PM '76
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Carolina Springs Golf and Country Club, Inc. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto H. B. Cooper and W.M. Chamblee, Sr., -----

dated February 21, 1975

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~of record date herewith~~ in the sum of: original sum of Four Hundred Sixty-two Thousand Six Hundred and No/100 (\$462,600.00) ----- Dollars

----- due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon ~~at the rate of ten percent per annum~~ to be paid as provided for in said note; and,

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 those certain pieces, parcels or tracts of land located, lying and being in the County of Greenville, State of South Carolina containing 0.18 acre and 3.80 acres, more or less, as shown on plat entitled "Survey for Exchange of Property, Carolina Springs and David M. Davenport, et al" dated February, 1976 prepared by W. R. Williams, Jr., R.S. recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-0 at Page 59, reference to which plat is hereby craved for a more complete and accurate description by the metes and bounds thereof.

The Mortgagees herein have this date released from mortgage recorded in REM Book 1333 at Page 687 a parcel or 3.68 acres as shown on the above referred to plat. It is the intention of the Mortgagor herein, by execution of the within mortgage and in consideration of the release by Mortgagees as herein stated to substitute the property described herein, namely a tract composing 0.18 acre and a tract composing 3.80 acres as additional collateral to secure the above referred to promissory note. All terms and conditions of the original note and original mortgage, including but not limited to, those relating to interest, payments of both principal and interest and releases are incorporated herein by reference and are made a part hereof.

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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