MORTGAGE - INDIVIDUAL FORM - JOHN M. DIMINETE ANKERSEXVILLE, S. C. STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HOLLY TREE PLANTATION, a Limited Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto ENWRIGHT ASSOCIATES, INC.

(hereinaster 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 TWENTY ONE THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 ~

_____ Dollars (\$ 21, 750.00) due and payable

as set forth in the note

COUNTY OF GREENVILLE

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 scaling 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 lot of land, containing 37.69 acres, more or less, situate, lying and being on the southern side of Adams Mill Road, in Austin Township, Greenville County, South Carolina being a portion of paperty for formerly owned by R. E. Ingold and conveyed to the mortgagor by Poinsett Lands, Inc., et al, as shown on a plat of the property of Poinsett Lands, et al, made by Enwright Associates, Engineers, dated January 9, 1973, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-S, page 75, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old railroad spike in or near the center of the Adams Mill Road at the corner of property now or formerly owned by Lewis and Minnie Mae Yeargin and running thence along the line of said property, S 21-04 E., 1157.8 feet to an iron pin; thence along the line of property now or formerly owned by James H. Maddox, S. 69-58 W., 1345.66 feet to an iron pin; thence along the line of property now or formerly owned by Grady Vaughn, S. 67-55 W., 1306.56 feet to an iron pin; thence N. 36-25 W., to an iron pin in the bank of the Adams Mill Road near the northern side thereof; thence with the southern side of the Adams Mill Road in a northeasterly direction approximately 1450 feet to the point of BEGINNING, it being the intention of this description to cover all property lying south of the Adams Mill Road as shown on the aforementioned plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 4-S, page 75, which is proposed to be subdivided into Lots Nos. 134 through 181, inclusive of a future development of Holly Tree Plantation.

The within mortgage is junior-in-lien to mortgages covering the above described property owned by Fidelity Federal Savings and Loan Association, James P. McNamara and Catherine F. McNamara and The Citizens and Southern National Bank of South Carolina as Trustee for James G. Bannon.



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, tisses, 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 bereinabove 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvance; or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

328 RV-2.1

0-