

MORTGAGE

DONNIE S. TANKERSLEY
R.H.C.

THIS MORTGAGE is made this 9th day of September, 1977, between the Mortgagor, E. Eugene Baillie, Charles P. Hunter, III, Samuel T. Haddock, Charles R. Hunt * (herein "Borrower"), and the Mortgagee, ANDERSON SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of South Carolina whose address is 605 North Main Street Anderson, South Carolina 29621 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1993.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina: **ALL that certain piece, parcel or lot of land, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, situate on the northern side of U. S. Highway 29 (Wade Hampton Boulevard), and having the following courses and distances, to-wit: BEGINNING at a pin located on the southwestern corner of said tract and proceeding North 21-44 West a distance of 260.56 feet to a pin corner; thence South 73-43 East a distance of 263.88 feet to a pin corner; thence South 14-55 East a distance of 98.75 feet to a pin corner; thence South 68-15 West a distance of 196.53 feet to the point of beginning; being bounded on the North by lands now or formerly of Burgess and also on the North by property of the City of Greer, South Carolina; on the East by Mt. Vernon Road (formerly known as Smith Road); on the South by U. S. Highway 29 (Wade Hampton Boulevard); and on the West by the portions of old Lots 65 and 66. These courses and distances were shown on a plat prepared by Richard Wooten, Registered L. S. No. 4678, dated August 2, 1977, which plat is to be recorded in the Office of th Clerk of Court for Greenville County, South Carolina.**

This being the identical lot of land conveyed unto E. Eugene Baillie, Charles P. Hunter, III, Samuel T. Haddock, Charles R. Hunt, Charles T. King, and Milton C. Kay, known and referred to collectively as Holly Investors, a partnership, by deed of Julia Barrow Robinson, dated the 5th day of September, 1977 and to be recorded in the Office of the Clerk of Court for Greenville County, South Carolina.

*Charles T. King, and Milton C. Kay, known and referred to as Holly Investors, a partnership

— [Stamp: TAX 60.00 PB 11218 ☆]

which has the address of Corner of U. S. Highway 29 and Mt. Vernon Road, Greenville (Street) (City) S. C. (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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