15 Montana Street, Greenville, SC 29611

MORTGAGE OF REAL ESTATE BY A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Afforites at Lay Co.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

90. S. C

WHEREAS, Paramount Developers, plmm

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Margaret Erline Kellett Edwards

(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 Twenty-six Thousand and 00/100 ------

Dollars (\$ 26,000.00---) due and payable

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in two annual principal installments of Thirteen Thousand and 00/100 (\$13,000.00) Dollars each, plus interest, commencing on July 8, 1982

with interest thereon from date

(3 (2) (3) at the rate of ten (10%) 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, the Mortgagee's heirs, successors and assigns:

ALL that certain piece, parcel or lot of land located on the western side of Rocky Slope Road in the City of Greenville, County of Greenville, State of South Carolina being shown as Tract No. E on at plat of the property of the Estate of E. E. Kellett dated March 10, 1964 and having the following metes and bounds, to-wit:

BEGINNING at a point near the center of Rocky Slope Road at the corner of property now or formerly of Roy E. King and running thence with the King property S. 72-40 W. 184.5 feet to an iron pin; thence with the King property S. 77-40 W. 100 feet to an iron pin; thence still with the King property S. 5-35 E. 150 feet to an iron pin; thence still with said property N. 80-44 E. 107.6 feet to an iron pin; thence S. 68-15 W. 113 feet, more or less, to an iron pin; thence S. 83-45 W. 124 feet, more or less, to an iron pin at the corner of Tract D; thence with Trace D N. 24 W. 273 feet to an iron pin; thence still with Tract D N. 33-29 W. 19 feet, more or less, to an iron pin; thence still with Tract D N. 64-26 E. 460.6 feet to a point in Rocky Slope Road; thence with said Road S. 33-29 E. 16 feet, more or less; thence still with said Road S. 24 E. 194 feet to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Margaret Erline Kellett Edwards dated July 9, 1982, and recorded in the RMC Office for Greenville County in Deed Book 169 at Page 99.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 is 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.