STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY R.H.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VILLAGE DEVELOPERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARJORIE C. SMITH, JEAN C. HUFF, WILLIAM F. COLEMAN, BROADUS S. COLEMAN AND AGNES C. NEW

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of --SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars 15 7,500.00 ; due and payable

twelve (12) months from date

with interest thereon from date at the rate of --98-- per contum per annum, to be paid annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further syms 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 gold 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 that certain piece, parcel or lot of fand, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Cerolina, County of Greenville, in the Town of Fountain Inn, being shown and designated as 1.93 acres on a plat entitled "Village Developers, Inc.", dated August 29, 1975, prepared by J. L. Montgomery, III, R.L.S., and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the center of Old Fairview Road, said point being approximately 820 feet South of the intersection of Old Fairview Road and S. C. Highway 418; running thence S. 87-10 W. 259.17 feet to an iron pin; thence S. 18-07 W. 294.4 feet to a point in the center of Old Fairview Road; running thence along the center of Old Fairview Road S. 75-30 E. 40 feet to a point; thence S. 79-13 E. 100 feet to a point; thence N. 83-18 E. 75 feet to a point; thence N. 54-23 E. 100 feet to a point; thence N. 28-01 E. 100 feet to a point; thence N. 3-34 E. 166.78 feet to the point of beginning.

This being the identical property conveyed to the Mortgagor herein by deed of the Mortgagees herein to be recorded of even date herewith.



Together with all and singular rights, members, herditaments, and appurtenences to the same belonging in any way incident or appertaining, 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 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 seld premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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