## COUNTY OF GREENVILLE OF SUCCESSION AND SUCCESSION A

## WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated ...June.12,..1984...., to Mortgagee for the principal amount of Five. Hundred. Forty. Thousand. and No/100-----Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lots Nos. 1, 2, 3, 4, 4A, 5, 5A, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 21, 22, 23, 26, 27, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, and 50, as shown on plat entitled "Chaunessy", prepared by Freeland & Associates, Inc., dated October 28, 1983, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-W, at Pages 48 and 49, excluding, however, Lots Nos. 11, 19, 20, 24, 25, 28, 29, 30, and 44, previously conveyed out, and excluding the roadways shown on said plat previously dedicated to Greenville County, South Carolina, reference to said plat being hereby craved for metes and bounds descriptions thereof.

This is a portion of the property conveyed to the Mortgagor herein by the following deeds: Deed of Francis E. Clark and Robert E. Scott to Graystone Properties, Inc., and corrective deed of Graystone Properties, Inc. to Chaunessy Properties, Inc., recorded in Deed Book 1194, at Page 448, and Deed Book 1201, at Page 49, respectively; Deed of Harold B. McKinney to Greystone Properties, Inc., recorded in Deed Book 1184, at Page 564, on March 17, 1983; the name of Greystone Proerties, Inc. was changed to Chaunessy Properties, Inc., by Articles of Amendment filed in the RMC Office in Deed Book 1199, at Page 124, on October 24, 1983.

Mortgagee agrees to release any numbered lot from the within mortgage upon payment by Mortgagor to Mortgagee of the sum of Seventeen Thousand and No/100 (\$17,000.00) Dollars per lot, or upon payment by Mortgagor to Mortgagee of a sum equal to fifty (50%) per cent of the gross sales price of the numbered lot to be released, whichever sum is greater.

**TOGETHER** with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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