

LAW OFFICES OF W. WALTER WILKINS, GREENVILLE, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, H. J. WRIGHT

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lauda Bell Payne Finley, a 1/2 interest, Oliver T. Finley, a 1/6 interest, and Marie Payne Riddle, a 1/3 interest

(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

FORTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE Dollars (\$ 45,375.00) due and payable \$15,125.00 Dec. 31, 1969; \$15,125.00 Dec. 31, 1970, and \$15,125.00 Dec. 31, 1971

on the unpaid balance

with interest thereon from date at the rate of .6% per centum per annum, payable annually, all interest not paid when due to bear interest at the same rate as principal.

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 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, its successors and assigns: LAUDA BELL PAYNE FINLEY, a 1/2 interest, OLIVER T. FINLEY, a 1/6 interest, and MARIE PAYNE RIDDLE, a 1/3 interest,

All those three tracts of land in the county of Greenville, state of South Carolina, known and designated as tracts Nos. 2, 3 & 4, on plat of property of G.W.L. Payne Estate made by C. O. Riddle, Dec. 1952, recorded in the RMC Office for Greenville County in plat book BB page 140, and described in the aggregate according to said plat as follows:

Beginning at a point in the center of Antioch Church Road; thence S. 12-15 E. 33.1 feet to an iron pin on the south side of said Road, corner of property of Lewis Riddle; thence with the line of said property S. 12-15 E. 1966 feet more or less to an iron pin in line of property now or formerly of W. G. Maddox; thence with the line of said property N. 65-32 W. 866.5 feet to an iron pin; thence continuing N. 45-30 W. 1881 feet more or less to an iron pin in the south edge of Antioch Church Road; thence continuing N. 45-30 W. 17.8 feet to a point in said Road; thence with said Road N. 70-57 E. 233.6 feet to a point; thence turning with the center of a county road N. 9-16 E. 467.1 feet to an iron pin; thence continuing with the center of said Road N. 47-44 W. 253.2 feet to a point; thence turning N. 38-54 E. 12.8 feet to an iron pin in the northeast edge of said road; thence continuing N. 38-54 E. 211.8 feet more or less to an iron pin; thence N. 40-10 E. 379.8 feet to an iron pin corner of tract no. 1; thence with the line of said tract S. 17-50 E. 921 feet more or less to an iron pin in the northern edge of said Antioch Church Road; thence continuing S. 17-50 E. 20.3 feet to a point in the center of said Road; thence with the center of said Road N. 81-55 E. 210.2 feet to a point; thence continuing S. 88-46 E. 287.8 feet to a point; thence continuing with the center of said Road S. 82-37 E. 449.5 feet to the beginning corner.

This mortgage is given to secure a portion of the purchase price of the within described tracts of land.

It is understood and agreed that the above tract of land will be subdivided into 67 or more building lots and the mortgagees agree to release said lots of land from the lien and effect of this mortgage upon the payment of \$750.00 for each lot released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 said premises unto the Mortgagee 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, readvances or credits that may be made hereafter to the Mortgagor 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.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

*Paid and satisfied this 16th day of June 1971.
Lauda Belle Payne Finley
Oliver T. Finley
Marie Payne Riddle
Witness Genobia C. Hall
W. W. Wilkins*

SATISFIED AND CANCELLED OF RECORD
DAY OF June 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:38 O'CLOCK P. M. NO. 30567