

FILED
GREENVILLE, S. C.
JAN 30 9 47 AM '70
OLIVE FARNSWORTH
R.H.C.

BOOK 1147 PAGE 195

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS, We, J. L. Cannon and Linda R. Cannon

hereinafter called the mortgagor(s), is (are) well and truly indebted to
Billy Theodore, hereinafter called the mortgagee(s),

in the full and just sum of Forty Five Thousand and No/100(\$45,000.00)-----

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable on the 29th day of January 19 82, with the mortgagors having the right to pay off entire indebtedness prior to due date without penalty; provided, however, no more than \$10,000.00 can be paid in any one year during said term with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at same rate as principal, until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

ALL that piece, parcel or lot of land on Saluda Lake in the County of Greenville, State of South Carolina being shown as a 48 acre tract of land according to survey of property of J. L. Cannon prepared by Webb Surveying and Mapping Company, dated January, 1970, and from said plat, property having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Saluda Lake at the joint corner of property belonging to the Robinson Estate; thence running S. 43-40 E. 1,463.2 feet to an iron pin; thence running N. 6-15 E. 592 feet to an iron pin; thence running N. 84-50 E. 355 feet to an iron pin; thence running N. 81-10 E. 618.6 feet to an iron pin; thence running N. 39-15 W. 627 feet to an iron pin; thence running N. 5-00 E. 305.9 feet to an iron pin; thence running N. 0-50 W. 427 feet to an iron pin; thence running N. 89 W. 851.4 feet to a locust tree on the Southeastern side of Saluda Lake; thence with the said lake 1,300 feet, more or less, to the point of beginning.

ALSO:

ALL that piece, parcel or lot of land near Saluda Lake in the County of Greenville, State of South Carolina, being adjacent to the above described property and being shown as a 9.5 acre tract of land according to survey of property of J. L. Cannon prepared by Webb Surveying & Mapping Company, dated January, 1970, and from said plat, property having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Eastern line of the property above described near a branch and running thence with said branch, the traverse of which is N. 82 E. 432 feet to a pine; thence N. 0-30 E. 950 feet to an iron pin; thence N. 84-30 W. 395 feet to an iron pin; thence S. 2-40 W. 623.1 feet to an iron pin; thence S. 0-50 E. 427 feet to an iron pin, the point of beginning.

The mortgagee herein agrees to release without further payment on the part of the mortgagors any 15 acres of the above described property. After the release of this