

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 30 10 24 AM '71
OLLIE FARNSWORTH
R. M. C.

BOOK 1208 PAGE 357

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Joe A. Hewell and Fisher C. Walter, are

(hereinafter referred to as Mortgagor) as well and truly indebted unto

Mary W. Breazeale Bailey

(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 Two Hundred Ten Thousand, Seventy-Five and No/100-----

----- Dollars (\$210,075.00) due and payable Interest only to be due and payable annually for 5 years, with the first payment to be due and payable on the 30th day of September, 1972, and the principal shall be paid in five equal annual installments, the first being due on the 30th day of September, 1977, with interest on the unpaid principal balance; the mortgagors shall have the right to prepay all or part of the principal without penalty after January 1, 1972, with interest thereon from date at the rate of six and one-half (6-1/2%) 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, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract 3 as is more fully shown on a survey for Breazeale Estate according to a plat thereof prepared by Piedmont Engineers & Architects, dated June 14, 1971, revised June 23, 1971, revised September 14, 1971, and revised September 23, 1971, and containing 89.98 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwest corner of said tract as it adjoins Augusta Acres and Clearview Heights and running thence along the line of Clearview Heights, N. 11-56 W. 345.8 feet to an iron pin; running thence along the line of Elizabeth Boyles Subdivision, N. 11-02 W. 546.3 feet to an iron pin at the corner of Tract 1 and running thence N. 20-48 W. 317.27 feet to an iron pin in the line of Tract 2; thence along the line of Tract 2, N. 86-33 E. 135.75 feet to an iron pin; running thence S. 19-01 E. 95.8 feet and running thence N. 72-00 E. 420.1 feet to an iron pin; thence N. 12-30 W. 479.6 feet to an iron pin; thence S. 62-40 W. 423.9 feet to an iron pin; thence S. 0-41 W. 267.2 feet to an iron pin; thence S. 86-33 W. 296.1 feet to an iron pin on the eastern side of Fleetwood Drive; thence with the eastern side of Fleetwood Drive, N. 10-09 E. 494.15 feet to an iron pin; thence continuing with the eastern side of Fleetwood Drive, the following courses and distances, to-wit: N. 10-09 E. 75 feet to an iron pin; N. 4-46 W. 73 feet to an iron pin; N. 33-00 W. 85.2 feet to an iron pin and thence N. 40-18 E. 150 feet to an iron pin; thence N. 25-31 W. 203.8 feet to an iron pin in the line of Belmont Heights; thence along the line of Belmont Heights and Greater Greenville Sewer District Commission, N. 64-11 E. 1,720.64 feet to an iron pin on the bank of the Reedy River; running thence with the meanders of Reedy River and the old run of the river, the following courses and distances: S. 38-59 E. 119.6 feet; S. 35-06 E. 145.3 feet; S. 20-22 E. 118.8 feet; S. 21-46 W. 104.7 feet; S. 48-21 E. 94.8 feet; S. 65-25 E. 204.0 feet; S. 85-50 E. 61.9 feet; S. 46-25 E. 121.4 feet; S. 13-17 E. 144.1 feet; S. 26-10 W. 149.2 feet; S. 37-02 W. 95.3 feet; S. 12-43 W. 473.28 feet; S. 21-13 E. 172.7 feet; S. 24-54 E. 226.7 feet; S. 20-53 W. 116.0 feet; S. 50-06 E. 50.85 feet to an iron pin at the corner of Augusta Acres; thence along the line of Augusta Acres the following courses and distances, to-wit: S. 57-21 W. 702.7 feet; S. 58-16 W. 246.7 feet; S. 57-63 W. 141.7 feet; S. 57-63 W. 141.23 feet to an iron pin; thence S. 60-19 W. 674.7 feet to the point of beginning; being the same property conveyed to us by Mary W. Breazeale Bailey by deed of even date to be recorded herewith.

Mortgagors shall have the right to have released from the lien of said mortgage any portion of the property upon payment to the mortgagee of a sum equivalent to \$2,500.00 per acre for the land released. All sums so paid in the form of release money shall be credited against the next installment payment/ ^{of principal} becoming due under the terms of this mortgage.

This is a purchase money mortgage given to secure the balance of said sale from Mary W. Breazeale Bailey and therefore renunciation of dower by mortgagors' wives is unnecessary.

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.