

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.

BOOK 1231 PAGE 519

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED  
MAY 2 4 14 PM '72  
OLLIE FARNSWORTH  
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONALD E. BALTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto MID-VALLEY PRODUCTS CORP.

(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 Fifty-two Thousand Nine Hundred Thirty-four and 40/100-----Dollars (\$ 52,934.40 ) due and payable

\$5,955.12 December 31, 1972 and \$4,697.98 May 1, 1973 and \$4,697.98 May 1, 1974, and a like amount on the first day of each and every May thereafter up to and including May 1, 1981, and the balance of principal on May 1, 1982,

with interest thereon from date at the rate of 7% 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, containing 55.14 acres, more or less, and having, according to a plat entitled "Survey for Donald E. Baltz" prepared by Campbell & Clarkson, and dated April 26, 1972, the following metes and bounds, to-wit:

Beginning at a nail and cap in the center line of the bridge on Shelton Road crossing the Enoree River and running with said Shelton Road, N. 12-32 W. 2,116.8 feet to a point in the joint front corner of adjoining 30.0 acre tract; thence S. 65-18 W. 1,390.5 feet to a point; thence S. 5-29 E. 845.6 feet to an iron pin; thence S. 18-19 E. 290.6 feet to a point in center of branch; thence with the center line of the branch, the meanders of which are: S. 62-42 E. 273.1 feet; thence S. 58-05 E. 190.1 feet; thence S. 77-34 E. 96.1 feet; thence S. 67-55 E. 73.7 feet; thence N. 74-44 E. 86.25 feet; thence S. 70-39 E. 79.3 feet; thence S. 24-37 E. 124.95 feet; thence S. 55-15 E. 142 feet to a point in the center line of Enoree River; thence with center line of Enoree River, the meanders of which are: N. 74-14 E. 193 feet; thence N. 79-28 E. 385 feet; thence S. 76-46 E. 86 feet to the point of beginning.

The Mortgagee agrees to release from the within mortgage the same percentage of property upon payment of a corresponding percentage of the balance due on the mortgage. The portion released shall begin on the southern boundary line of the tract beginning on Shelton Road and running in a parallel line with the existing southern boundary line to the rear of the property. Any strip of land being released shall not be less than 200 feet in width, said strip running from Shelton Road to the rear of the property. Additional property released shall be adjacent to the last portion released, likewise running from Shelton Road to the rear of the property. There shall be no release of the property from this mortgage until after the first annual installment plus interest shall have been paid.

Together with all and singular rights, members, herditaments, 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.