

STATE OF SOUTH CAROLINA  
COUNTY OF

FILED  
GREENVILLE CO. S. O. MORTGAGE OF REAL ESTATE

BOOK 1241 PAGE 627

JUL 20 5 02 PM '11  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE  
R.M.C.

WHEREAS, Lloyd D. Auten

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. Hoke Smith

(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 Three Hundred Sixty-Four Thousand, Four Hundred Twenty-Five and 60/100 Dollars (\$364,425.60) due and payable

according to the terms of the real estate note of even date together with interest at the rate of 6% annually.

with interest thereon from date at the rate of 6% 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 Mortgagee'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 on the south side of Pelham Road (also known as State Road No. 492) containing 167.35 acres according to a survey made by C. O. Riddle, February, 1972, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south edge of Pelham Road said pin being 410 feet east of Garlington Road and the northeast corner of Gulf Oil Company property and runs thence along the south side of Pelham Road S. 60-55 E. 34.2 feet to an iron pin; thence still along said road the following courses and distances: S. 61-08 E. 600 feet to an iron pin; S. 62-32 E. 100.9 feet to an iron pin; S. 64-37 E. 100.7 feet to an iron pin; S. 66-27 E. 100.8 feet to an iron pin; S. 67-46 E. 800 feet to an iron pin; S. 68-22 E. 100.3 feet to an iron pin; S. 68-45 E. 100.3 feet to an iron pin; S. 69-55 E. 100.4 feet to an iron pin; S. 71-15 E. 100.4 feet to an iron pin; S. 72-13 E. 100.4 feet to an iron pin; S. 73-11 E. 100.5 feet to an iron pin; S. 74-14 E. 100.6 feet to an iron pin; S. 75-18 E. 939.7 feet to an iron pin on the southeastern edge of the right of way of Duke Power Company; thence along the southeastern edge of the right of way of Duke Power Company S. 39-32 W. 2103.05 feet to a point in the center of a County Road; thence along the center of said County Road S. 35-36 E. 500 feet to an iron pin in the center of said Road; thence still along center of said road S. 6-45 E. 93.5 feet to a point in the center of Rocky Creek; thence following the center of Rocky Creek, the traverse line being as follows: N. 70-52 W. 103 feet; N. 93-55 W. 100 feet; N. 33-10 W. 100 feet; N. 79-20 W. 100 feet; N. 62-35 W. 250 feet; N. 48-15 W. 100 feet; N. 62-30 W. 100 feet; N. 38-55 W. 100 feet; S. 87-16 W. 498.4 feet; N. 59-15 W. 100 feet; N. 40-20 W. 200 feet; N. 52-50 W. 300 feet; N. 76-40 W. 100 feet; N. 61-40 W. 200 feet; N. 71-25 W. 250 feet; N. 80-00 W. 300 feet; N. 64-27 W. 502.1 feet; N. 80-10 W. 100 feet; N. 40-05 W. 100 feet; N. 86-30 W. 100 feet; N. 54-10 W. 100 feet; N. 26-50 W. 100 feet; N. 45-05 W. 100 feet and N. 55-05 W. 300 feet to a point in the center of Garlington Road and in the center of Rocky Creek; thence following the center of Garlington Road, the following courses and distances: N. 36-00 E. 100 feet; N. 50-16 E. 100 feet; N. 73-13 E. 250 feet; N. 69-01 E. 100 feet; N. 59-44 E. 100 feet; N. 50-23 E. 100 feet; N. 41-20 E. 100 feet; N. 32-19 E. 100 feet; N. 21-59 E. 100 feet; and N. 13-31 E. 548 feet to a point in the center of Garlington Road, said pin being 580 feet south of the southeast edge of Pelham Road; thence S. 66-15 E. 409.5 feet to an iron pin; thence N. 21-46 E. 501.5 feet to an iron pin on the south edge of Pelham Road, the beginning corner.

It is understood and agreed that the Mortgagor shall have the right to the release of property from the lien of this mortgage at a price to be determined by a committee composed of H. Hoke Smith, or his heirs, executors, administrators, and assigns; Lloyd D. Auten or his heirs, executors, administrators, and assigns; and J. Mack Woods. In the event J. Mack Woods is not then living, H. Hoke Smith or his heirs, executors, administrators, and assigns, and Lloyd D. Auten or his heirs, executors, administrators, and assigns shall have the right to appoint a representative to serve on the committee, and this committee shall determine the release price.

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.