

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

9:31 a.m.

BOOK 1252 PAGE 239

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles K. Price and Elizabeth W. Price

(hereinafter referred to as Mortgagor) is well and truly indebted unto William R. Wyatt

(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 Thirty Five Thousand and No/100

Dollars (\$ 35,000.00 ) due and payable  
in annual installments of \$3,500.00 each, beginning on the first day of October 1, 1973,  
and continuing on the first day of October in each successive year thereafter until  
paid in full

with interest thereon from date at the rate of 7-1/2 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, Grove Township, on the south side of S. C. State Road No. 23-106, being the 20 acre tract shown on plat of the property of William R. Wyatt prepared by J. L. Hunter and R. K. Campbell, Surveyors, in April 1952 and recorded in the R.M.C. Office for Greenville County in Plat Book FF at Page 140 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of South Carolina State Road No. 23-106 at the corner of other property formerly owned by C. G. Gunter and running thence along the line of the Gunter property S. 3-15 W. 328 feet to an iron pin in a gulch, thence continuing along the Gunter line S. 17-47 E. 50.3 feet to an iron pin in the gulch, thence continuing along the Gunter line S. 27-0 E. 287.1 feet to an iron pin, thence continuing along the Gunter line S. 52-30 W. 231 feet to an iron pin, thence continuing along the Gunter line S. 57-0 W. 599.3 feet to a stone near a poplar tree, thence along the line of property now or formerly owned by Clayton Griggs N. 42-02-1/2 W. 1109.1 feet to an iron pin at or near Old Road No. 23-106, thence N. 17-30 E. 204.8 feet to a nail and cap in said State Road No. 23-106, thence following approximately the center of said state road No. 23-106, the following courses and distances: S. 69-30 E. 267 feet, S. 84-08 E. 236.2 feet, N. 82-23 E. 208.9 feet, and N. 73-51 E. 570 feet to the beginning corner.

It is understood and agreed that the Mortgagee will release any portion of the above described premises from the lien of this mortgage upon payment of an amount equal to \$2,500.00 per acre, or fraction thereof of land to be released, and that all amounts previously paid on the principal of the note hereby secured will be credited on such 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.