

REGULATION NO. 22
COMPLIED WITH

GREENVILLE, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 16 4 38 PM '73

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, T. Walter Braslier and W. Glenn Hawkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Walter S. Griffin and The Peoples National Bank as Executor and Trustee of the Estate of John T. Douglas, deceased,

(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

One Hundred Fifty Thousand and No/100 ----- Dollars (\$ 150,000.00) due and payable

as follows: \$62,500.00 on or before one year from date, with the balance of \$87,500.00 payable in one year following payment of said

\$62,500.00 but in no event later than two years from date with interest thereon from date at the rate of SIX per centum per annum, to be paid as set forth above.

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, and according to a plat of the property of John T. Douglas and Walter S. Griffin, dated October 14, 1970, prepared by Campbell and Clarkson, Surveyors, having the following metes and bounds, to-wit:

BEGINNING on the edge of the right of way of Highway I-85 and running thence along the common line of this property and property of the State of South Carolina, S 7-55 E 378.3 feet to an iron pin; thence N 60-22 W 60.7 feet to an iron pin; thence turning and running S 15-35 W 156 feet to a point in center of Brushy Creek; thence with the center line of said creek, S 88-12 W 95.9 feet to a point in center of said creek; thence continuing along said creek N 84-45 W 160 feet to a point in the center of said creek; thence N 69-50 W 200 feet; thence N 55-00 W 250 feet to an iron pin on the Northern bank of Brushy Creek; thence with the property of Hughenin, N 17-35 E 192 feet to an iron pin on the Southern side of Highway I-85; thence with said highway, N 82-05 E 638.4 feet to the point of beginning. Containing 6.17 acres and being the identical property conveyed herewith to the Mortgagors by the Mortgagees.

Upon payment of the initial \$62,500.00 due under said note (making a total of \$125,000.00) Mortgagee shall release a three-acre tract; said land to be regularly shaped and at either end of the property but not out of the middle of the property. Thereafter, mortgagee shall release additional properties contiguous to the property initially released or property thereafter released on the basis of \$45,000.00 for the first acre (or a lesser sum for a lesser tract), \$30,000.00 for the second additional acre (or a lesser sum for a lesser tract), and \$12,500.00 for the third additional acre (or a lesser sum for a lesser tract).

The Mortgagors shall have the right to anticipate payment in full or in part at any time without penalty.

This is a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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Don. Tankersley, R.M.C. 1275-5000-17