

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

BOOK 1274 PAGE 195

COUNTY OF Greenville

FILED

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MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.H.C.

WHEREAS, William C. Childers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lowell H. Tankersley and Willard G. Wade

(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 Seventy-six Thousand Nine Hundred Twenty-three and no/100----- Dollars (\$76,923.00 ) due and payable in five (5) equal annual installments

with interest thereon from date at the rate of eight per centum per annum, to be paid annually on the unpaid balance.

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, in Glassy Mountain Township, and shown on plat of Property of Timber-Lands, Inc. made by Piedmont Engineering Service, May, 1956, and designated as Bryant Mountain Tract, and according to said plat, containing 259 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the Northeast corner of said tract herein described in line of property of City of Greenville (watershed) and running thence S. 50-0 E. 163 feet to an iron pin; thence S. 5-0 W. 1476.4 feet to an iron pin; thence N. 84-10 E. 1421 feet to a stone; thence S. 2-30 W. 1547.7 feet to a dogwood; thence S. 73-30 W. 1127.9 feet to a maple on branch; thence up the branch (the traverse line being N. 42-15 W. 786.1 feet) to a point in branch; thence N. 73-0 W. 726 feet to a pine; thence S. 73-0 W. 322.7 feet to a dogwood; thence S. 70-0 W. 887.7 feet to a chi. oak; thence N. 86-30 W. 1131.9 feet to a pine; thence N. 69-40 W. 803.2 feet to an iron pin; thence N. 6 E. 303.6 feet to an iron pin; thence N. 56-0 W. 487.7 feet to a maple; thence N. 56-55 W. 397.3 feet to a stone; thence N. 34-30 W. 757 feet to a hickory; thence N. 80-30 E. 726 feet to a stone; thence N. 49-30 E. 697 feet to a stone; thence N. 71-15 E. 55 feet to a point in the Southern edge of the property of City of Greenville (watershed); thence South; thence in a generally Easterly direction following line of property of City of Greenville (watershed) 4,300 feet, more or less, to the beginning corner.

Mortgagor does hereby reserve rights for release of lots which are one (1) acre in size or less as follows - Three Hundred Seventy-five (\$375.00) Dollars for all interior lots and Five Hundred (\$500.00) Dollars for all lots fronting along Glassy Mountain Road. If lots should exceed one (1) acre in size then the release price is to be prorated accordingly as established above by location. Said release payment shall apply first as interest accrued on total mortgage principal balance secured to time of release and balance of release payment shall apply on next mortgage principal payment to become due.

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.