

FILED  
GREENVILLE CO. S. C.  
SEP 27 4 55 PM '73  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
JOHN S. TANKERSLEY  
R.M.C.

BOOK 1291 PAGE 757

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ethel Chloe Baltz,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James W. Tresner and Dorothy W. Tresner,

(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-Seven Thousand Five Hundred (\$37,500.00) Dollars, -Dollars-(5 - - - - -)-due and payable.

in four annual installments of Nine Thousand Three Hundred Seventy-Five (\$9,375.00) Dollars each, commencing October 1st, 1974, and on the first day of October of each year thereafter, until paid in full,

with interest thereon from date at the rate of eight 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, located on Gap Creek Road, about two (2) miles northeast of River Falls, South Carolina, being more particularly described according to a plat prepared by J.C. Hill, RLS, dated May 20th, 1957, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap<sup>3</sup> in the center of Gap Creek Road at corner of Johnson property, and running thence with Johnson line, S. 46 E. 3286 feet to an iron pin on the original back line; thence S. 57-30 W. 1048 feet to an iron pin on side of mountain; thence N. 42-30 W. 3224 feet, crossing Gap Creek Road, to a point in the center of Gap Creek; thence with the meanders of said creek to the center of Old Gap Creek Road, (traverse of which is N. 38 E. 103 feet and N. 4-20 E. 90 feet to center of old road and center of creek; thence with old road N. 85-10 E. 94 feet to a nail and cap in the center of the new Gap Creek Road; thence with Gap Creek Road N. 53-15 E. 579.7 feet to the beginning corner, and containing 66.9 acres, more or less.

This is the same property conveyed to the mortgagor by deed from James W. Tresner and Dorothy W. Tresner, dated September 26th, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina simultaneously herewith.

The mortgagees agree to release from the mortgage a percentage of the mortgaged property upon the following terms and conditions: (a) For the purpose of determining the amount of land to be released the Mortgagor and mortgagees agree that a 12½ acre tract, which constitutes the mountain, will not be included; and that the percentages hereinafter stated shall be based on the remaining tract of land containing approximately 53 acres; (b) Upon payment of the first annual installment, Mortgagees agree to release 20% of that property subject to release; upon payment of the second annual installment mortgagees agree to release another 20%, for a total of 40% having been released from that property subject to release; upon payment of the third annual installment mortgagees agree to release another 20%, for a total of 60% having been released from the property subject to release; upon payment of the final installment mortgagees agree to satisfy the entire mortgage and release the remaining portion of said property.

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 filled 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 hereinafore 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.