

OCT 16 3 20 PM '73

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, HARGROVE ECWLES III, AND FRANK GUARINO,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clarence E. Clay, Executor of the Estate of Robert McDaniel,

(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-Three Thousand Four Hundred Ninety-Four and 25/100**-----Dollars (\$33,494.25) due and payable in three (3) equal annual principal installments of (\$11,164.75) with interest on the remaining unpaid balance at the rate of (7%) annually. The purchasers shall have free anticipation rights of any or all portions of said note.

with interest thereon from _____ date _____ at the rate of 7% 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, in Butler Township, containing 5.55 acres on Congaree Road and having according to a plat of the Estate of Robert McDaniel prepared by Campbell and Clarkson, Inc., Surveyors, January 18, 1973, and having the following metes and bounds to-wit:

BEGINNING at an iron pin 214.7 feet from a County Road (Webb Road) and running thence South 23-30 West 1,045.3 feet to an old iron pin; thence South 27-08 East 100 feet; thence North 59-33 East 370.5 feet to an old iron pin; thence North 30-46 East 308.5 feet to an old iron pin; thence North 49-38 West 175.5 feet to an old iron pin; thence North 31-01 East 375 feet to Congaree Road; thence along Congaree Road, North 46-07 West 229.8 feet to the beginning corner.

This conveyance is subject to all recorded restrictions, easements, rights of way of record or those shown by a careful visual inspection of the property.

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.

4328 RV.2