

FILED  
MAY 1 2 34 PM '74

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, Frank P. Guadagnoli

(hereinafter referred to as Mortgagor) is well and truly indebted unto Harry Wilbur Fowler, Marie L. Fowler, Betty Ann League, Walter A. Fowler, Jr., Geraldine F. McCorkle, Claude Marion Fowler and Harace S. Fowler,

(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 Ninety Thousand Four Hundred and no/100-----

-----Dollars (\$190,400.00 ) due and payable as follows: Interest only for two (2) years; one-third (1/3) of principal balance due three (3) years from date; one-third (1/3) of principal balance due four (4) years from date and the balance due five (5) years from date; interest to accrue on the unpaid balance at a rate of nine per cent (9%) per year. Mortgagee may, from time to time, apply to Mortgagor for a release of all or any portion of the within property from the lien of this mortgage, said release to be determined on the basis of \$8,500.00 per acre and a substitution of collateral by payment of said sum to an Escrow Agent suitable to both parties.

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, City of Mauldin, being on the southern side of Old Mill Road and containing 28.0 acres of land, more or less, as shown on survey prepared by C. O. Riddle, entitled "Property of Annie S. Fowler", dated April, 1969, which tract has, according to said survey the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Old Mill Road at the corner of the property herein conveyed and property now or formerly belonging to Hettie S. Gresham and running thence, along the southern side of Old Mill Road S. 57-37 E. 131.9 feet to an iron pin, the corner of property belonging to Horace S. Fowler; thence, running S. 24-2 W. 146.0 feet to an iron pin; thence S. 30-17 E. 106.5 feet to an iron pin; thence S. 65-27 E. 116.0 feet to an iron pin at the corner of property belonging now or formerly to C. M. Fowler; thence S. 47-37 E. 116.4 feet to a point; thence S. 47-37 E. 67.4 feet to a point; thence N. 37-25 E. 227.7 feet to an iron pin on the southern side of Old Mill Road; thence, along the southern side of Old Mill Road, S. 58-26 E. 193.0 feet to an iron pin; thence S. 60-00 E. 176.0 feet to an iron pin at the corner of property now or formerly Annie S. Fowler; thence S. 42-30 W. 1050.0 feet to an iron pin; thence S. 65-23 W. 610.2 feet to an iron pin on Gilder Creek, being the corner of property belonging now or formerly to the C. F. Sauer Co.; thence, along the said C. F. Sauer Co. line N. 44-19 W. 669.2 feet to an iron pin at the corner of property belonging now or formerly to Hettie S. Gresham; thence N. 42-15 E. 1384.4 feet to a point on the southern side of Old Mill Road, the point of beginning.



Together with all and singular rights, members, herditaments, 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.

4328-NV-2