

FILED
GREENVILLE CO. S. C.

SEP 23 12 17 PM '74
DONNIE S. TANKERSLEY
R.M.C.

1323 PAGE 279

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas M. Hughes and Patricia C. Hughes

(hereinafter referred to as Mortgagor) is well and truly indebted unto Donald E. Baltz Foundation

(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

Twenty-Three Thousand, Five Hundred and No/100---Dollars (\$23,500.00) due and payable \$7,834.00 plus interest on or before one year from date; \$3,916.50 plus interest on or before March 20, 1976; \$3,916.50 plus interest on or before September 20, 1976; \$3,916.50 plus interest on or before March 20, 1977; and \$3,916.50 plus interest on or before September 20, 1977,

with interest thereon from date at the rate of eight per centum per annum, ~~XX XXXXXX~~ with full right to anticipate any and all payments in advance without penalty.

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, containing 40.23 acres, more or less, and having, according to a plat of the property of Homer Styles and Alvin F. Batson, prepared by Terry T. Dill, October, 1960, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Blue Ridge Road at the joint front corner of the property herein conveyed and a 6.07 acre tract owned now or formerly by D. O. Ragan and running thence with the common line of said tracts, N. 3-45 E., 712 feet to an iron pin; thence N. 86-00 E., 241 feet to a stone; thence N. 0-30 W., 112 feet to a point in the center of the south fork of Enoree River; thence with the center of said river, the traverse of which is N. 62-30 W., 264 feet to a point; thence N. 68-00 E., 396 feet to a stone; thence N. 45-45 E., 511.5 feet to an iron pin; thence N. 78-00 E., 990 feet to an iron pin; thence S. 77-0 E., 110 feet to a point in the center of south fork of Enoree River; thence with the center of said river, the traverse of which is N. 79-45 E., 700 feet, more or less, to a point in the center of Shelton Road; thence with the center of said road, S. 12-05 E., 255.4 feet to a point; thence S. 75-00 W., 958 feet to an iron pin; thence S. 49-00 W., 597 feet to an iron pin; thence S. 56-30 W., 509 feet to an iron pin; thence S. 14-30 W., 920 feet to a point in Blue Ridge Road; thence with said road, the following courses and distances: N. 58-20 W., 300 feet; N. 65-45 W., 200 feet and N. 75-40 W., 135.6 feet, more or less, to the point of beginning.



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.

0279

4328 RV-2