STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
11 3 22 PM '80
JOANNE C. DANIELSON
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM F. FINNELL AND GRACE A. FINNELL

(hereinafter referred to as Mortgagor) is indebted to S. Cary Beckham, III as Custodian under Order of the Court dated July 9, 1975, (Mary Leonard Hughes, et al. vs. Investment Land Sales, Inc. case), his successors and assigns

(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 TWELVE THOUSAND AND NO/100THS - - Dollars $112,000.00 - - due and payable

AS SET FORTH IN SAID NOTE,

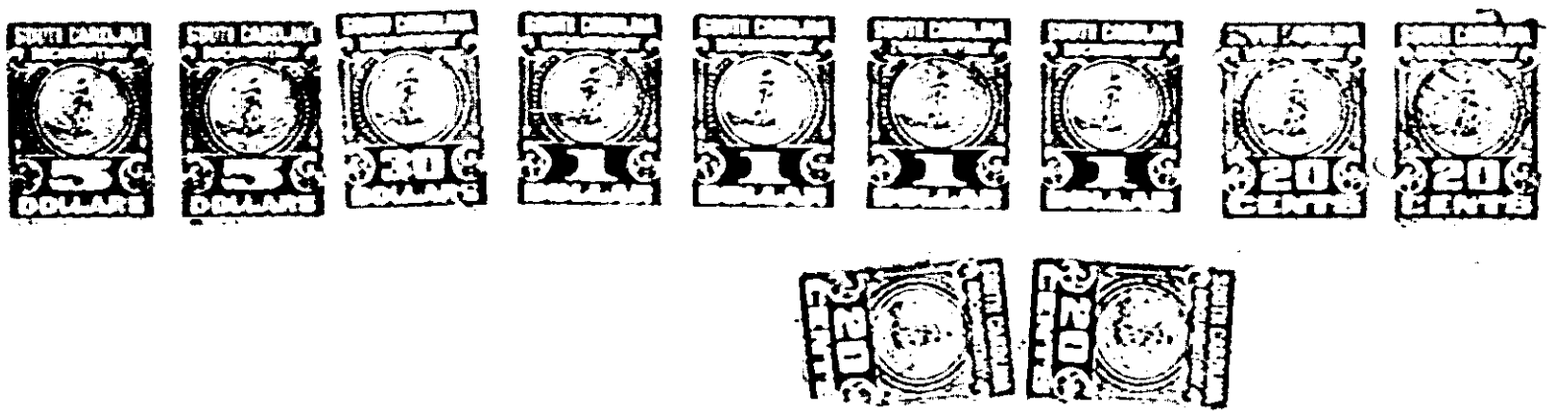
with interest thereon from DATE at the rate of SEVEN per centum per annum, to be paid ANNUALLY,

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 purpose,

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the said debt and in order to secure the payment thereof, and of any future advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Five Dollars ($5.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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 tract of land situate, lying and being in the County and State aforesaid, containing 186.06 acres, more or less, as shown on a plat of Mary L. and Francis E. Hughes Property prepared by Ethan C. Allen, RLS, on April 28, 1973, and having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on East Georgia Road at the Southwest corner of said tract, and running thence N. 23-44 E. 980.4 feet to a point; thence N. 24-12 E. 997.9 feet to an iron pin in Coachman Drive; thence N. 30-12 E. 765.6 feet to an iron pin; thence N. 20-33 W. 369.6 feet to an iron pin; thence N. 14-27 E. 726 feet to an iron pin; thence N. 18-42 E. 297 feet to an iron pin on said Road; thence S. 49-18 E. 162.4 feet to an iron pin; thence N. 37-12 E. 210 feet to an iron pin; thence N. 0-42 E. 200 feet to an iron pin; thence N. 54-33 E. 388.2 feet to a point on said Road; thence S. 23-18 W. 198 feet to an iron pin; thence S. 40-24 W. 102.2 feet to an iron pin; thence S. 78-42 E. 488.4 feet to an iron pin; thence N. 32-16 E. 422.4 feet to an iron pin; thence S. 68-14 E. 73.4 feet to an iron pin; thence N. 31-53 E. 82 feet to an iron pin on the tail race and Gilder Creek; thence along the Creek as the line: S. 59-11 E. 111.3 feet; S. 76-38 E. 282.5 feet; S. 66-23 E. 120.1 feet; and S. 71-33 E. 191.0 feet to an iron pin on Enoree River; thence along the River as the line S. 8-07 W. 115.1 feet; S. 13-02 W. 96.9 feet; S. 2-14 W. 131.4 feet; S. 8-10 E. 33.8 feet; S. 23-10 E. 157.3 feet; S. 50-26 E. 155.9 feet; S. 10-05 W. 219.8 feet; S. 14-04 E. 55.1 feet; and S. 60-43 E. 100.2 feet to an old iron pin; thence along the ball line S. 37-05 W. 1,499.9 feet to an old iron pin; thence along the Thomas line S. 37-05 W. 1,930.6 feet to an old iron pin; thence S. 39-33 W. 1,239 feet to an iron pin; thence N. 49-24 W. 180.1 feet to an iron pin; thence S. 72-13 W. 247 feet to an iron pin; thence N. 68-13 W. 290.4 feet to an old iron pin; thence N. 71-21 W. 197.8 feet to the beginning.



Together with all and singular rights, members, hereditaments, and appurtenances to the said premises belonging in any way incident or appertaining, and 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 fixtures and equipment, other than the mobile home, 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 does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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