

1058 740

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

JAN 23 10 17 AM '76

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, DONALD E. BALTZ and DONALD E. BALTZ, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. W. WILKINS

(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

NINETY NINE THOUSAND THREE HUNDRED FIFTY ----- Dollars (\$ 99,350.00) due and payable
one year from date

with interest thereon from date at the rate of 9% 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, the Mortgagee's heirs, successors and assigns:

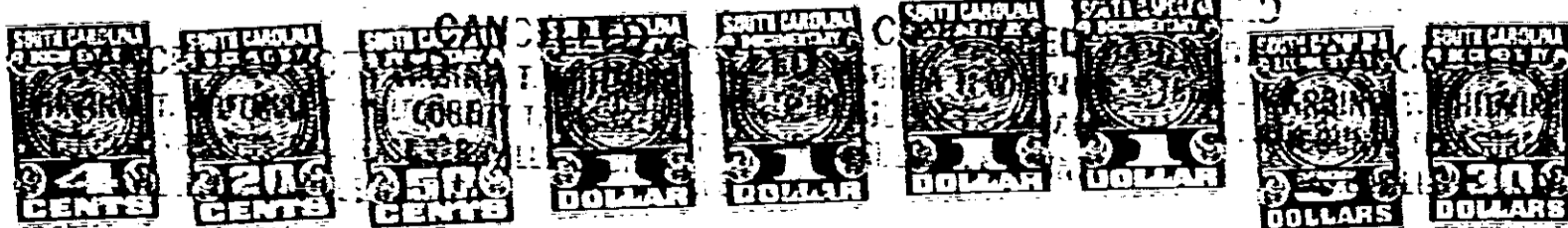
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 13.07 acres shown on plat of property of Donald E. Baltz made by C. O. Riddle, RLS January 13'76 being the major portion of Sec III Brookside Subdivision, and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin the joint rear corner of lots Nos. 65 & 66, Brookside, Sec III, and running thence with the rear line of lot No. 65 S. 65-15-12 W. 162.4 feet to an iron pin rear joint corner of Lots Nos. 69 & 70; thence with the joint line of said lots S. 39-55 W. 160 feet to an iron pin on the northeast side of Meadowbrook Drive; thence with the northeast side of said street N. 50-05 W. 105 feet to an iron pin; thence crossing Meadowbrook Drive and running with the joint line of lots 76 & 77 S. 39-55 W. 210 feet to an iron pin in line of Putnam Property; thence with the line of said property N. 50-05 W. 411.9 feet to an iron pin corner of property of Donald E. Baltz; thence with the line of said property N. 9-26-12 E. 559.68 feet to an iron pin; thence continuing N. 46-30 E. 303.35 feet to an iron pin in line of lot 19, Sec. I; thence with the rear line of lot No. 19, S. 39-06 E. 49.6 feet to an iron pin; thence with the rear line of Lot No. 18, Sec. I, S. 43-42 E. 110.5 feet to an iron pin on the northwest side of Whispering Brook Drive; thence crossing said street S. 43-42 E. 50 feet to an iron pin on the southeast side of Whispering Brook Drive; thence with the southeast side of said street S. 46-30 W. 42 feet more or less to an iron pin; thence S. 43-30 E. 315 feet to an iron pin; thence S. 18-27 E. 248 feet to an iron pin on the north side of Whispering Brook Drive; thence crossing said Drive S. 18-27 E. 160 feet to an iron pin; thence S. 1-41 W. 62.6 feet to the beginning corner.

ALSO: Lots No. 8, 9 and 17 on plat of Sec I, Brookside, recorded in the RMC Office for Greenville County in plat book 4-R page 56.

ALSO: Lots 20, 44, 45, 46, 47 & 48 on plat of Sec II, Brookside, recorded in plat book 5-D page 24 of the RMC Office for Greenville County, S. C.

ALSO: Lots Nos. 69, 75 & 76 shown on plat of Sec III Brookside made by C.O.Riddle, RLS January 13, 1976 to be recorded.



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 is 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.

0740
4328 RV-2