

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

3 2 4 19 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, **ALAN M. PEABODY**

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

**WESTMINSTER COMPANY**, a North Carolina Corporation,

(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

**FORTY EIGHT THOUSAND AND 00/100**----- Dollars **\$48,000.00** due and payable in five (5) equal annual installments of **\$9,600.00** plus accrued interest, the first installment being due and payable on December 31, 1976 and the remaining due and payable on the 31st day of December of each succeeding year thereafter until the amount is paid in full.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of **Nine (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, in Grove Township, on the southside of Piedmont Golf Course Road and containing a net acreage of 6.67 acres, more or less, as shown on plat entitled "Property of Westminster Co." made by Heaner Engineering Co., dated January 25, 1976 and recorded in the RMC Office for Greenville County in plat book 5-0, page 45, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin on the southeast side of Pelzer Road, corner of J. P. Stevens property, and running N. 28-46 W. 36.26 feet to an iron cap in the center of said road; thence with the center of said road N. 16-44 E. 100.6 feet to an iron pin; thence N. 17-59 E. 100.02 feet to an iron pin; thence N. 17-34 E. 550.61 feet to an iron pin in the center of said road; thence turning, N. 62-25 W. 25 feet to an iron pin on the southeast side of Pelzer Road; thence, running with the line of property formerly owned by mortgagee, N. 85-25 W. 404.68 feet to an iron pin; thence S. 16-30 W. 747.06 feet to an iron pin; thence with the line of J. P. Stevens property S. 82-53 W. 425 feet to an iron pin, the point of beginning.

It is understood and agreed that the mortgagee will release from this lien any portion of the above described property of not less than one (1) acre upon payment of \$9,500.00 per acre. The mortgagee reserves the right to demand submission to it from the mortgagor of a plat of the property which the mortgagor desires to be released prior to approval given by the mortgagee.



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.