

to Frank Bailey, 5 Hunting Hollow, Greenville, S.C. 29600

MORTGAGE OF REAL ESTATE - Offices of John G. Cheros, Attorney at Law, Greenville, S. C. 29605 1443 page 139

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

RECORDED
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TO ALL WHOM THESE PRESENTS MAY CONCERN:

Dee A. Smith and Loyd G. Boyer (hereinafter referred to as Mortgagor) SEND(S) GREETING:

RECORDED

WHEREAS, the Mortgagor is well and truly indebted unto Land Investments, A General Partnership

(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 Sixty Eight Thousand

and no/100----- ^{168,000.00} DOLLARS (\$168,000.00--),

with interest thereon from date at the rate of ^{plus two with a minimum of ten} ~~eleven~~ per centum per annum, said principal and interest to be repaid:

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Due and payable three years from date with interest on the unpaid balance due and payable annually ^{the first year and quarterly thereafter}

Mortgagors reserve the right to prepay in whole or in part at any time 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,

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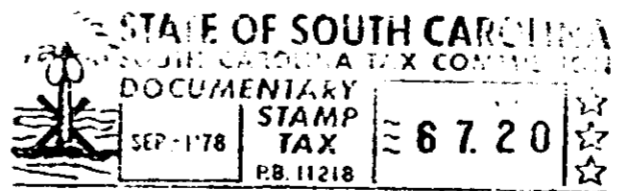
All that piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, shown as 51.28 acres on plat entitled "A Portion of the Property of Land Investments, a General Partnership", prepared by Heaner Engineering Co., Inc., dated August 29, 1978, recorded August 30, 1978 in Plat Book 6 P at page 99 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Land Investments, A General Partnership, recorded herewith.

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Mortgagee agrees to release seven acres from the lien of this mortgage with no reduction of the balance due on the note which this mortgage secures. Mortgagee further agrees to release additional portions of the within described property on the basis of one acre for each \$6,000 paid on the principal indebtedness due on the note which this mortgage secures. All released land is to be contiguous with other released property, Provided; however, that individual lots may be released on lots which front on a road which has been built upon the subject property by the mortgagors without regard for contiguousness, said lots to be shown on a recorded subdivision plat.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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