

MORTGAGE OF REAL ESTATE - Griffith & Howard, 111 Pettigra Street, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.
APR 20 11 42 AM '79
JENNIE S. TANKERSLEY
R.M.C.

WHEREAS, Louis G. Manios, William R. Francis, John J. Sfiris and Charles E. Howard

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

(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 Twenty-nine Thousand Five Hundred - - - - -

Dollars (\$129,500.00 -) due and payable

in twenty (20) semi-annual installments of \$6,475.00, plus interest, beginning on October 20, 1981 and every six months thereafter until paid in full. Interest will be due on the outstanding balance on April 20, 1980 and April 20, 1981.

with interest thereon from date at the rate of 8½ per centum per annum, to be paid: annually for the first two years

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 tract of land with the buildings and improvements thereon, situate on the Northwestern side of Fisher Road, in Butler Township, on a plat of "Property of Carl Fisher", made by Jones Engineering Service, February, 1978, recorded in the RMC Office for Greenville County, S. C. in Plat Book 6-V at Page 76, containing 23 acres, more or less, and having the following metes and bounds, to wit:

Beginning at an iron pin in the center of Fisher Road, near its intersection with Shady Lane, and running thence with Fisher Road N 87-22 E 152.3 feet to a point; thence N 71-20 E 100 feet; thence N 64-44 E 100 feet; thence N 59-10 E 100 feet; thence N 46-59 E 100 feet; thence N 54-29 E 160 feet; thence N 64-14 E 100 feet; thence N 73-33 E 200 feet; thence N 76-30 E 200 feet, to an iron pin, the joint front corner of Garrett's property and running thence with Garrett's property line N 24-51 W 246.8 feet to an iron pin; thence N 74-40 E 190 feet to an iron pin; thence S 15-20 E 254.2 feet to an iron pin in the center of Fisher Road; thence continuing along Fisher Road N 84-09 E 35 feet to an iron pin; thence S 89-06 E 15.6 feet to an iron pin at the joint front corner of Watkins property; thence along Watkins property line N 16-02 W 225 feet to an iron pin; thence N 74-00 E 185 feet to an iron pin; thence N 16-12 W 345.7 feet to an iron pin; thence N 35-02 W 425 feet to an iron pin; thence S 49-00 W 1670 feet to an iron pin; thence S 27-45 E 366.2 feet to an iron pin, the point of beginning.

This is the same property heretofore conveyed to the Mortgagors herein by deed of John Carl Fisher, dated April 20, 1979, and recorded April 20, 1979 in the RMC Office for Greenville County in Deed Book 1100 at Page 915.

The Mortgagee agrees to release 1 acre of land for every \$8,000.00 paid on the principal upon the request of the Mortgagors, provided that payments are current. The Mortgagee agrees to subordinate this mortgage to a construction loan upon request of the Mortgagors, provided that payments are current. The Mortgagee agrees to release 6.9375 acres from the within mortgage for the initial payment made by the Mortgagors on the total sales price.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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