

Mortgagees' address: Rural Route 4, Box 225, Greer, S. C., 29651.

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Nunn, Attorneys at Law, Greenville, S. C.

1528-506

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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PURCHASE MONEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PM '80

WHEREAS, Donald F. Bolt, as Trustee under Trust Agreement dated December 23, 1980,

(hereinafter referred to as Mortgagor) is well and truly indebted unto John B. Leatherwood, Roy Leatherwood, Cordia Mae Leatherwood, Effie Leatherwood, Inez Leatherwood, Maud Leatherwood, M. L. Leatherwood and Emma Leatherwood Pinson,

(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 **Eighty-Three Thousand Forty-Five and no/100**

Dollars (\$ 83,045.00) to be paid payable

in two (2) principal installments, due and payable in the following amounts and upon the following dates: January 5, 1981 \$43,310.00
January 5, 1982 \$39,735.00

with interest thereon from date to January 5, 1981 at the rate of ten (10%) per centum per annum, and interest from January 5, 1981 to January 5, 1982 at the rate of nine (9%) per centum per annum, to be computed and paid on the same dates that principal payments are due until paid in full; all interest unpaid when due to bear interest at rate of ten (10%) per centum per annum. 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 tract of land in the County of Greenville, State of South Carolina, lying principally on the southwest side of an unnamed county road leading to Brushy Creek Road, containing 40 acres, being shown on plat by Williams & Plumblee, Inc., Engineering and Land Surveying, entitled "Survey For Donald F. Bolt, As Trustee - John B. Leatherwood, Et Al", recorded in the RMC Office for Greenville County, South Carolina in Plat Book 57, at Page 57, and being described according to said plat and survey, as follows:~~

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, lying principally on the southwest side of an unnamed county road leading to Brushy Creek Road, containing 40 acres, being shown on plat by Williams & Plumblee, Inc., Engineering and Land Surveying, entitled "Survey For Donald F. Bolt, As Trustee - John B. Leatherwood, Et Al", recorded in the RMC Office for Greenville County, South Carolina in Plat Book 57, at Page 57, and being described according to said plat and survey, as follows:

BEGINNING at a nail and cap in the center of an unnamed county road at the joint corner of a 5.64-acre parcel owned by John B. Leatherwood, et al, and running thence S. 38-12 E. 604.5 feet to an iron pin; running thence S. 37-04 W. 1050.9 feet to an iron pin at or near the banks of Brushy Creek; running thence with the meanderings of Brushy Creek the following courses and distances: N. 71-55 W. 120.8 feet to a point; N. 47-30 W. 41.1 feet to a point; S. 79-10 W. 144.9 feet to a point; N. 73-20 W. 177.2 feet to a point; N. 48-55 W. 348.8 feet to a point; N. 37-54 W. 249.9 feet to a point; N. 33-50 W. 226.6 feet to an iron pin; running thence N. 51-50 E. 2053.9 feet to an iron pin at corner of property of John B. Leatherwood, et al located 514.9 feet southwest of Brushy Creek Road; running thence S. 38-12 E. 116 feet to the point of beginning.

This is the same property conveyed by Mortgagees herein to Mortgagor by "Title To Real Estate, Right Of First Refusal And Covenants" dated December 26, 1980, to be recorded herewith.

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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 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.

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