

MORTGAGE OF REAL ESTATE

MORTGAGEE'S MAILING ADDRESS: Rt. 8 Box 418 Greer, S. C. 29651

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
JUN 17 1981  
S. C.

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

BOOK 1544 PAGE 398

WHEREAS, F. H. Gillespie, JUNIOR, GREENSBURY

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Ward

(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 Two Hundred Seventy Five Thousand and No/100-----

Dollars (\$ 275,000.00 ) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, TRACT NO. 1: containing 21.9 acres, more or less, as shown on a plat of Mamie M. Smith Estate Property prepared by H. S. Brockman, RLS, on April 26, 1969, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin in the center of the Batesville Road at the corner of Wayne S. Mann Property, and running thence S. 5-50 E. 268 feet to an iron pin; thence S. 17-02 W. 247 feet to an iron pin; thence S. 44-34 W. 540 feet to an iron pin; thence S. 21-15 E. 516 feet to an iron pin on the bank of Brushy Creek; thence along the center of Brushy Creek as the line in a Southwestern direction as follows: S. 37-20 W. 108 feet; S. 82-50 W. 100 feet; and S. 18-15 W. 95 feet to a point; thence N. 51-30 W. 488.5 feet to an old pin; thence N. 30-04 E. 127 feet to an old pin; thence N. 9-00 W. 517 feet to an old pin; thence N. 23-00 W. 209.5 feet to a old pin; thence N. 29-30 E. 743 feet to an old nail in the center of Batesville Road; thence along the center of said Road as follows: S. 63-00 E. 119.7 feet; S. 69-50 E. 200 feet; and S. 72-47 E. 278 feet to the point of beginning.

LESS HOWEVER: 1.0 acres, more or less, and a right of way conveyed to Jerry H. and Ruth W. Breazeale on March 11, 1974, by a deed recorded in the RMC Office for Greenville County in Deed Book 995 at page 166.

TRACT NO. 2: ALL that piece, parcel or tract of land situated, lying and being in Greenville County, State of South Carolina, on the Southern side of Batesville Road (formerly Brushy Creek Road), containing 13.4 acres, more or less, as shown on plat of property of John P. Mann, prepared by Carolina Engineering & Surveying Co., dated March 4, 1967, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Batesville Road at a point opposite from where said Road intersects with River Road at the corner of property of Gladys Roddy, and running thence S. 15-0 E. 300 feet to an iron pin; thence S. 1-0 W. 329 feet to an Oak Tree; thence S. 6-0 E. 308 feet to an iron pin; thence along the ditch as the line, S. 8-26 W. 76-6 feet to an iron pin; thence continuing along the ditch as the line, S. 31-54 W. 228.6 feet to a point the center of Brushy Creek; thence along the center of Brushy Creek as the line, the traverse courses and distances being as follows: N. 85-55 W. 69.7 feet to a point; S. 55-22 E. 120 feet to a point; S. 82-20 W. 233 feet to a point; thence leaving said creek and running N. 22-35 W. 516 feet to an iron pin; thence N. 43-14 E. 540 feet to an iron pin; thence N. 15-42 E. 247 feet to an iron pin; thence N. 7-35 W. 268 feet to a point in the center of Batesville Road; thence along the center of said Road, S. 74-26 E. 225 feet to the point of beginning.

This being the same property acquired by the Mortgagor by deed of James D. Ward of even date and to be recorded herewith.

Property to be released from the lien of this mortgage upon payment of the sum of \$9,037.00 per acre plus accrued interest as of the time of release, provided the released property adjoins property previously released.

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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