

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
JUL 11 PM '81
S. C.

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

WHEREAS, I, ERELENE C. NICHOLLS, WIFE OF W. S. SLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES H. SCHWIERS, AS COMMITTEE FOR MARGARET P. SCHWIERS; ELIZABETH S. MONROE; CHARLES H. SCHWIERS; AND AUGUST B. SCHWIERS,

(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

SEVENTY-ONE THOUSAND & NO/100-----Dollars (\$ 71,000.00) due and payable in the amount of \$23,666.67 on the 6th day of July, 1982; \$23,666.67 on the 6th day of July, 1983; and \$23,666.66 on the 6th day of July, 1984,

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: quarterly, with the first interest payment being due and payable on October 6, 1981.

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 the city of Greenville, being a portion of the farm of the late August J. Schwiers, on the northerly side of East Faris Road and on the westerly side of Cleveland Street, and being lots 21, 22, 23 and 24 of Schwiers Garden, (lot 21 being shown on plat recorded in plat book YY page 127; lots 22, 23 and 24 being shown on an unrecorded plat dated March 1960 revised August 1963 and July 1969) and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Cleveland Street, at the joint front corner of Lots 21 and 28, and running thence with the westerly side of Cleveland Street, S. 27-27 E. 155 feet to a point in the curvature of the intersection of Cleveland Street and East Faris Road; thence with the curvature of the intersection of said streets, the chord of which is S. 17-33 W. 35.4 feet to a point on the northwestern side of East Faris Road; thence S. 62-33 W. 140 feet to an iron pin on the northwestern side of East Faris Road; thence continuing with the northwestern side of said road S. 64-47 W. 365 feet to an iron pin in the curvature of lot 24; thence with the curvature of lot 24 to an iron pin on the western side of said lot, the chord of which is N. 78-26 W. 39.9 feet; thence with the westerly line of lot 24, N. 41-39 W. 103.6 feet to an iron pin in the joint corner of Lots 24 and 25; thence with the joint line of said lots N. 49-51 E. 162.3 feet to an iron pin joint corner of Lots 24, 25, 23 & 26; thence with the joint line of Lots 23 & 26, N. 64-47 E. 140 feet to an iron pin at the joint corner of lots 23, 26, 22 & 27; thence with the joint line of lots 22 & 27, N. 57-55 E. 123.2 feet to the joint corner of Lots 22, 27, 21 and 28; thence with the joint line of lots 21 & 28 N. 62-33 E. 165 feet to an iron pin on the westerly side of Cleveland Street, the point of beginning.

This is the same property conveyed to mortgagor by deed of The Honorable Frank P. McGowan, Jr., Master in Equity for Greenville County, of even date to be recorded herewith.

RELEASE CLAUSE: (1) Mortgagees shall release one lot as designated by Mortgagor upon payment of \$25,000.00 toward the principal. (2) Mortgagees shall release a second lot as designated by Mortgagor upon payment of an additional \$25,000.00 toward the principal. (3) Mortgagees shall release a third lot as designated by Mortgagor upon payment of an additional \$25,000.00 or the balance of the principal and interest due, whichever is less. (4) Mortgagees shall release the fourth lot upon payment of all outstanding principal and interest due.

GREENVILLE 610

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUL 11 1981
28.80

MORTGAGEES' ADDRESS:
848 Cleveland St
Greenville SC 29601

40001

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.

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