

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 29 4 08 PM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES B. CALDWELL AND THELMA L. CALDWELL

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

PIERSON PRICE

(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

TWENTY FIVE THOUSAND SIXTY FIVE DOLLARS & 12/100 Dollars (\$ 25,065.12) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 12% 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, its successors and assigns:

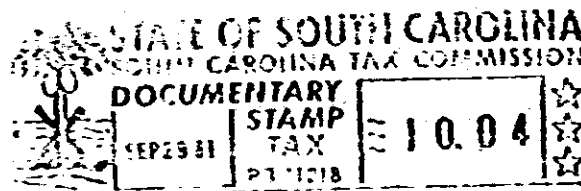
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #57, Westcliffe Way, on a plat of WESTCLIFFE SUBDIVISION, and according to a more recent survey prepared by Freeland and Associates, dated September 28, 1981, entitled, "Property of JAMES B. CALDWELL AND THELMA L. CALDWELL, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Westcliffe Way, joint front corners of Lots 57 and 58 and running thence with Lot 58, N. 11-36 W. 227.8 feet to an iron pin; thence running S. 89-22 E. 6.8 feet to an iron pin; thence with the line of Lot 51, N. 74-20 E. 85.5 feet to an iron pin, joint rear corner of Lots 56 and 57; thence running with Lot 56 S. 19-51 E. 227.7 feet to an iron pin on Westcliffe Way; thence running S. 71-51 W. 55.0 feet with Westcliffe Way; thence continuing with Westcliffe Way S. 77-45 W. 70.0 feet to the point of BEGINNING.

**See Greenville County records which Plat is recorded in Book YY on Pages 168 and 169.

THIS is the same property conveyed to the Mortgagor's herein by deed of PIERSON PRICE AND DIXIE PRICE, dated September 29, 1981; and recorded simultaneously herewith.

Mortgagee's Address:
10 Eagle Ridge Lane
Greenville, S. C. 29615



400 0 491801

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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