

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
REC. S. C.
JUN 5 11 52 AM '82

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

WHEREAS, ^{JOHN W. WILKERSLEY} Piney Mountain Associates, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. H. Martin

(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 forty two thousand five hundred ----- Dollars (\$ 142,500.00) due and payable

according to the terms of that certain promissory note executed on even date herewith

with interest thereon from _____ date _____ at the rate of / _____ per centum per annum, to be paid: with the principal according to the terms of the Promissory Note

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

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in Chick Springs Township and being the middle portion of lot 24 as shown on a plat of Clairmont Ridge which is recorded in the R.M.C. Office for Greenville County in Plat Book H at Page 182, which middle portion has the following metes and bounds:

BEGINNING at a point 22.24 feet southeast of the southeastern front corner of lots 23 and 24 as shown on the above mentioned plat of Clairmont Ridge and running thence through lot 24 N. 46-35 E. 355.4 feet to a point in the rear lot line of lot 24 which point is 21.74 feet from the joint line between lots 23 and 24; thence running with the rear lot line of lot 24 S. 45-30 E. 88.38 feet to a point in the rear lot line of lot 24 being the corner of property heretofore sold by Violet G. Pinner to Edward Hayes Reynolds and others; thence with the line of the property now or formerly owned by Edward Hayes Reynolds and others S. 46-35 W. 368.8 feet to a point on the eastern side of Piney Mountain Road which point is 88.88 feet from the joint corner of lots 24 and 25 as shown on the plat of Clairmont Ridge mentioned above; thence running with the eastern side of Piney Mountain Road N. 36-30 W. 88.88 feet to the point of BEGINNING.

The above described property is the same acquired by the mortgagor by deed from the mortgagee dated February / , 1982 to be recorded herewith.

It is agreed that this mortgage may be prepaid at any time in whole or in part without penalty.

RECORDED
JUN 5 1982

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 52.00

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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