

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
JAN 5 4 24 PM '83

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

WHEREAS, H. G. Sanders, III and ~~John L. Kuykendall~~ ^{John L. Kuykendall} ~~and Robert F. Kuykendall~~

(hereinafter referred to as Mortgagor) is well and truly indebted unto John L. Kuykendall and Roberta F. Kuykendall

(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-Nine Thousand Five Hundred Sixty-Five and no/100

Dollars (\$ 29,565.00) due and payable

in five (5) equal, successive annual installments of \$5,913.00 each, commencing December 15, 1983 and on the 15th day of December of each year thereafter until December 15, 1987,

with interest thereon from date at the rate of twelve per centum per annum, to be paid: annually.

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 piece, parcel or tract of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of~~

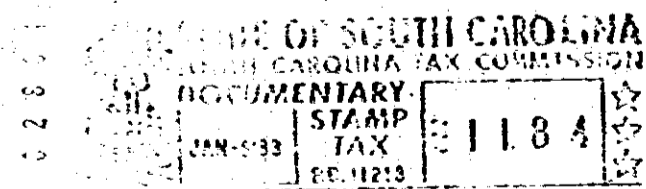
ALL that piece, parcel or tract of land, containing 45 acres, located on the westerly side of Reedy Fork Road (sometimes known as Old Hundred Road and designated as S. C. Highway 50) in Greenville County, S. C., lying between Hopkins Road and S. C. Highway 418, being shown and designated on a plat entitled "Survey for John L. Kuykendall", dated December 15, 1982, prepared by Carolina Surveying Co., and being more fully described according to said plat as follows:

BEGINNING at a nail and cap in S. C. Highway 50, 2,100 feet, more or less, south of the intersection of Holly Drive, and running thence along the centerline of S. C. Highway 50, the following courses and distances: S. 25-29 W. 128.6 feet to a nail and cap; S. 28-01 W. 492.0 feet to a nail and cap; S. 26-29 W. 118.5 feet to a nail and cap; S. 18-09 W. 110.8 feet to a nail and cap; S. 10-54 W. 102.7 feet to a nail and cap; S. 8-24 W. 657.4 feet to a nail and cap, the corner of property of Marvin Davis; running thence with the line of property of Marvin Davis, N. 79-44 W. 450.1 feet to an iron pin; thence continuing with the line of property of Marvin Davis, S. 10-01 W. 98.3 feet to an iron pin in line of property of Ansel Coker; running thence along the line of property of Ansel Coker and other property of John L. Kuykendall, N. 46-29 W. 745.5 feet to an old iron pin; running thence along the line of other property of John L. Kuykendall the following courses and distances: N. 80-34 W. 250 feet to an iron pin; N. 14-26 E. 1292 feet to an iron pin; S. 78-58 E. 1441.1 feet to a nail and cap in the center of S. C. Highway 50, the point of beginning.

This is the same property conveyed by Mortgagees to Mortgagors by deed dated December 15, 1982 to be recorded.

This mortgage, and the Note it secures, may be freely assumed by any subsequent purchasers upon resale of the property, without the consent of Mortgagees and without the payment of any fee and charge; further, upon demand of Mortgagors or any successor in ownership of the property, and without payment of any additional consideration, Mortgagees shall execute an appropriate document releasing from the lien hereof any portions of the described property used for the location thereupon of a television tower, related transmitter building, base or attachment of guy wires supporting the tower and property upon which there is located a road or driveway furnishing ingress and egress from S. C. Highway 50 to the facilities constructed or to be constructed thereon.

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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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