

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
APR 21 1 59 PM '83
JONNIE S. R.M.C. WERSLEY

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

WHEREAS, Carroll D. Hightower

(hereinafter referred to as Mortgagor) is well and truly indebted unto Delta Estates, Inc.

(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 Eight Thousand and No/100-----

-----Dollars (\$ 8,000.00) due and payable

as follows: The Mortgagor shall pay to the Mortgagee the sum of \$2,000.00 at such time as the Mortgagee can give to the Mortgagor clear title to the below described property, clear title being defined hereby as being at such time as there are no liens on the subject property except the lien of this mortgage and any lien for real estate taxes. When clear title to the subject property shall have been given to the Mortgagor, the Mortgagor shall pay to the Mortgagee the balance of \$6,000.00 in equal annual installments each in the

*continued below-

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, Bates Township, on the north side of Enoree River and on the east side of Buncombe Road, containing 2 acres, more or less, and having according to a survey made by W. J. Riddle, September 26, 1944, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of the Buncombe Road in line of right-of-way of said road, said pin being 150 feet northeast from the center of Enoree River, and running thence S. 75 E. 414.6 feet to an iron pin; thence S. 46 E. 90 feet to an iron pin; thence S.14-30 E. 150 feet to an iron pin; thence S. 76 W. 136 feet to an iron pin which is 14 feet from the corner in the center of the Enoree River; thence up the center of River by a traverse line as follows: N.14-30 W. 150 feet to a bend; thence N.79-45 W. 344 feet to bend; thence N.71-15 W. 63 feet to an iron pin in line of right-of-way of Buncombe Road, said pin being 16.5 feet from the corner in center of said River; thence along said right-of-way N.29-30 E. 133 feet to the beginning point.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Delta Estates, Inc. recorded in the RMC Office for Greenville County of even date herewith.

MORTGAGEE'S mailing address: P. O. Box 3867, Greenville, S. C. 29608

*amount of \$1,250.00 beginning one (1) year from such time as clear title is given to the Mortgagee and continuing each and every year thereafter for a period of five (5) years, together with interest at the rate of 10% per annum on the unpaid principal balance to be paid annually together with the principal installments of \$1,250.00 until paid. Interest shall begin to accrue on the \$6,000.00 balance at such time as clear title to the subject property is given to the Mortgagor and shall continue forward from such time until fully paid. All interest not paid when due shall bear interest at the same rate as principal. All payments shall be applied first to the payment of interest and the balance to principal.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
APR 21 1983
TAX
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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.

4. 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.