

WHEREAS, Douglas M. Raines, Howard Raines, William C. Childers, Jr. and Daniel B. Lockman, Jr.

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

(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 Two Hundred Thirty-four Thousand Four Hundred Seventy-five and no/100-----Dollars (\$ 234,475.00) due and payable in ten (10) equal annual installments, the first installment being due on March 20, 1976, and each year thereafter until paid in full; Mortgagors reserve the right of prepayment without penalty; Mortgagee does hereby grant to Mortgagors right to release acreage based on the following schedule: \$550.00 per acre on the paved road and \$400.00 per acre on property off the road, release to be applied to principal and annual payments, with interest thereon from date at the rate of 8 1/2 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, 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, in Cleveland Township, and according to a plat of The Raines Corporation of Greenville to be recorded at a later date having the following metes and bounds, to-wit:
 BEGINNING at an iron pin on the Western side of a creek on the property adjoining Nicholson, said creek being known as Oil Camp Creek, S. 20-00 E. 49 feet to an iron pin; thence S. 10-30 W. 100 feet to an iron pin; thence S. 2-30 E. 2077 feet to an iron pin; thence S. 43-15 W. 1683 feet to an iron pin; thence N. 46-00 W. 1918 feet to an iron pin; thence S. 42-00 W. 2650 feet to an iron pin; thence N. 29-00 W. 8518 feet to an iron pin; thence N. 30-00 W. 200 feet to an iron pin; thence N. 57-30 E. 430 feet to an iron pin; thence N. 79-30 E. 875 feet to an iron pin; thence N. 78-00 E. 824 feet to an iron pin; thence S. 83-00 E. 900 feet to an iron pin; thence S. 83-30 E. 375 feet to an iron pin; thence S. 83-30 E. 520 feet to an iron pin; thence S. 85-30 E. 656 feet to an iron pin; thence S. 84-30 E. 632 feet to an iron pin; thence S. 83-15 E. 264 feet to an iron pin; thence S. 43-00 E. 3790 feet to an iron pin; thence N. 85-00 E. 165 feet across a creek; thence S. 8-30 E. 645 feet crossing Oil Camp Creek Road; thence N. 76-00 E. 78 feet to an iron pin; thence S. 22-00 E. 645 feet to the point of beginning. LESS the following portions of land conveyed under Bond for Title from John L. Sloan to Lampley being 39.8 acres to be shown on recorded plat; LESS portion conveyed under Bond For Title from John L. Sloan to Bill Gosnell and Charles F. Gentry, Jr. being 52.14 acres. LESS subdivision known as Hart Valley Haven shown on Plat recorded in the R.M.C. Office for Greenville County in Plat Book "EE" at page 137A. LESS 6.46 acres, more or less, reserved in deed of Jane B. Hart to David W. Osteen and Imogene T. Osteen, recorded in Deed Book 503 at page 140. LESS 3.82 acres, more or less, conveyed to J. C. Hill as trustee recorded in Deed Book 523 at page 163. LESS 2 acres, more or less, conveyed to J. C. Hill recorded in Deed Book 612 at page 82. LESS 2 acres, more or less, conveyed to Taylor Locke by deed recorded in Deed Book 912 at page 497. LESS 91.3 acres, more or less, conveyed to Taylor O. Locke by deed recorded in Deed Book 912 at page 499. LESS 2 acres, more or less, conveyed to Council M. Tankersly by deed recorded in Deed Book 611 at page 480. LESS 52.13 acres, more or less, conveyed to W. K. Greer by deed recorded in Deed Book 831 at page 565.

STATE OF SOUTH CAROLINA)
) ASSIGNMENT
)
 COUNTY OF GREENVILLE)

In order to secure payment of Promissory Note executed by the undersigned in favor of David Osteen, Moffatt Long and Henry Prickett dated December 8, 1972, having principal balance of \$89,000.00, I hereby pledge, assign, transfer and set over the within Mortgage as security therefor.

Witness

John L. Sloan
 John L. Sloan

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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