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FLORIDA
STATE OF ~~SOUTH CAROLINA~~
COUNTY OF ~~GREENVILLE~~
ORANGE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: American Pioneer Corporation

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto American Pioneer Life Insurance Company (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 Ninety-three Thousand and 00/100 -----

DOLLARS (\$93,000.00),

with interest thereon from date at the rate of ten (10) per centum per annum, said principal and interest to be repaid: Interest only shall be due and payable annually on the unpaid principal balance commencing August 16, 1975 and on the 16th day of each August thereafter to and including August 16, 1979. Thereafter, principal shall be due and payable in annual installments of \$18,600.00 each, plus accrued interest on the unpaid principal balance, on August 16, 1980, and on the 16th day of each August thereafter, to and including August 16, 1983, and on August 16, 1984, the entire unpaid principal balance, if not sooner paid, shall be due and payable.

Privilege is reserved to prepay at any time without penalty or fee the entire indebtedness or any part thereof.

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, containing 8.16 acres, as shown on a plat of Charter Oaks, Ltd., dated September 3, 1968 and revised May, 1974, July 16, 1974 and August 12, 1974, prepared by Carolina Engineering and Surveying Company and being described, according to said plat, more particularly, to-wit:

Beginning at an iron pin at the joint corner of property now or formerly belonging to Peck and the property described herein and running thence N. 84-43 E. 104.4 feet to an iron pin; thence N. 84-20 E. 242 feet to an old iron pin; thence N. 76-09 E. 86.5 feet to an old iron pin on a creek, thence along said creek, the traverse line of which is S. 30-16 E. 194.6 feet to an old iron pin; thence S. 7-30 E. 50 feet to an iron pin; thence S. 77-46 W. 200 feet to an old iron pin; thence S. 5-21 E. 140 feet to a point; thence N. 77-46 E. 200 feet to a point in the rear line of Lot 25, Lake Forest Subdivision, Section II; thence along the rear line of said lot, S. 5-21 E. 133.6 feet to an old iron pin on a branch; thence along said branch, the following courses and distances: S. 74-16 W. 188 feet, S. 29-56 W. 95 feet, S. 66-20 W. 164 feet, S. 36-40 W. 215 feet, S. 49-18 W. 31 feet; thence N. 5-19 W. 180 feet to the northern side of a proposed 50-foot street; thence N. 78-05 E. 50 feet; thence N. 67-55 E. 50 feet; thence N. 55-20 E. 50 feet; thence N. 47-08 E. 12.8 feet; thence N. 0-41 W. 33.5 feet; thence N. 48-30 W. 175 feet; thence N. 2-50 W. 95.8 feet; thence N. 5-19 W. 299.9 feet to an old iron pin; thence N. 1-10 W. 194 feet to an old iron pin; thence N. 1-28 W. 100 feet to an old iron pin, the point of beginning.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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