

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

11 4 31 PM '76
DOLORE S. TANKERSLEY
R.H.C.

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

WHEREAS, Joe W. Hiller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company, as Trustee under Trust Agreement dated December 12, 1968, with Charlie W. Aiken, et al.

(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

Dollars (\$ 105,000.00) due and payable

According to Note of even date with interest from date.

with interest thereon from Date at the rate of per centum per annum, to be paid:

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

ALL those certain pieces parcels or tracts of land situate, lying and being in the State of South Carolina County of Greenville, containing 12 acres and 23 acres respectively as is more fully shown on a plat entitled, "Altamont Forest Boundry Survey," prepared by Joe W. Hiller, Architect, and having according to said plat the following metes and bounds to-wit:

BEGINNING in the center of Altamont Road, an iron pin being located on the eastern side of Altamont Road, at the corner of property of Sirrine and running thence with the center of Altamont Road N11-15W. 357.2 feet, running thence with the center of Altamont Road the following courses and distances: N5-42W. 135.65 feet; N6-19E. 100.8 feet; N30-02E. 90.5 feet; N38-01E. 100.5 feet; N45-33E. 94.6 feet; N59-35E. 90.3 feet; N84-07E. 106.6 feet, continuing thence with the center of Altamont Road in an easterly and northerly direction to a point at the corner of property of Charlie W. Aiken, et al, an iron pin located on the eastern bank of Altamont Road and running thence with line of property of Charlie W. Aiken, et al N49-43E. 239.2 feet, more or less and 79.1 feet to an iron pin and concrete monument; running thence N29-00W. 110 feet, running thence N34-50E. 612.8 feet; to a point running thence the following courses and distances: S48-58E. 100 feet; S61-06E. 100 feet. N83-31E. 95 feet; N66E. 112 feet; S88-17E. 45.1 feet; S62-39E. 185 feet; S41-33E. 66.3 feet; running thence S29-55E. 668.9 feet, to a point running thence S48-59W. 784.0 feet, to a point at the property of Sirrine, running thence with the line of said property N42-00W. 243 feet, to an iron pin, running thence with the line of property of Sirrine S49-40W. 79.1 feet and 1,100.2 feet to the point of BEGINNING.

It is understood and agreed between the parties hereto that the Mortgagor has the full right to develop the property and shall be entitled to the release from the lien of this mortgage all rights of way, easements and areas of land for roads, water lines, sewer lines, sewage disposal systems, including holding pond, utility lines and appurtenances thereto at such time as they are acceptable to the required authorities. In addition the terms and conditions of that certain agreement dated April 15, 1976, between the parties is incorporated herein by reference.

This is the same property conveyed to Mortgagor by Mortgagee by deed of even date recorded herewith.

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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