

thence with line of property now or formerly of W. B. Bennett and E. B. Garrison crossing the Georgia Road, S 16 E, 11.85 chs. to iron pin; thence with Old Georgia Road, S 77 W, 5.00 chs; S 62-30 W, 1.74 chs; S 83-55 W, 12.39 chs, and S 82-30 W, 4.30 chs., less, however, 1.66 acres, more or less sold by Cora C. Rainey to E. L. Waldrop by deed dated April 30, 1948 and recorded in the RMC Office for Greenville County in Deed Volume 346, Page 49.

ALSO ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Grove Township, on the East side of the Augusta Road, and on the South side of Piedmont Road, adjoining lands of now or formerly Frank Rogers, J.L. Campbell and others, containing 99.81 acres, more or less, and having the following metes and bounds, courses and distances, according to a survey and plat made by W. J. Riddle, April 28, 1936:

BEGINNING at a point in the center of the Augusta Road at the Southwest corner of the now or formerly J. L. Campbell lot and running thence with said road, S 30-30 W, 216 feet; thence still with said road, S 9-45 W, 678 feet; thence still with said road, S 8-45 W, 1334 feet to an iron pin, corner of land now or formerly owned by Frank Rogers; thence with line of Rogers' land, S 69-30 E, 990 feet to an iron pin; thence S 68-30 E, 717 feet to an iron pin, corner of now or formerly J. L. Campbell land; thence with line of Campbell land, N 7-15 W, 468 feet to an iron pin; thence N 88 E, 32 feet to a stake; thence N 6-10 E, 647 feet to a stake; thence N 46-15 E, 730 feet to a stone; thence N 32-05 E, 616 feet to the center of the Piedmont Road; thence with said road, N 66 W, 495 feet; thence still with said road, N 62-30 W, 429 feet; thence still with said road, N 49-15 W, 495 feet; thence still with said road, N 78-30 W, 582 feet to iron pin, corner of now or formerly J. L. Campbell lot; thence with line of Campbell lot, S 30-30 W, 268 feet to iron pin; thence N 78-15 W, 165 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of John C. Rainey of even date to be recorded herewith, and this mortgage is being given to secure the balance of the purchase price.

It is expressly agreed that the Mortgagee will release tracts of land from the note and mortgage at the request of the Mortgagor for a consideration based upon the sum of Eleven Hundred and No/100 (\$1,100.00) Dollars per acre for each acre released or the net sale price per acre realized by the Mortgagor as the consideration from any such sale less fifteen (15%) per cent (whichever figure is the greater). All payments made thereby to be applied to the next ensuing installment due under the said note and mortgage. Reference is made to that certain Contract of Sale dated November 14, 1967 between the mortgagor and mortgagee herein for certain other items relating to releases as contemplated herein.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) his heirs, successors and Assigns. And I do hereby bind my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) heirs, successors and Assigns, from and against the mortgagor(s), his Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.