

BEGINNING at a stake in the Old Easley Bridge Road corner of property now or formerly of T. E. Hunt Estate and W. A. Gantt, and running thence N. 22-15 W., 2758.8 feet crossing Brush Creek to a stone at corner of Tract No. 1, described above, and property now or formerly of H. K. Townes and running thence S. 33-30 W., 1808.8 feet to the center of the Saluda River and running thence with the meanders of said Saluda River, to a point opposite an iron pin (formerly a water oak) at corner of land now or formerly of B. A. Douthitt; running thence S. 68 E., 462 feet to an iron pin formerly a Black Oak Stump; thence S. 22-45 W., 399.96 feet to an iron pin formerly Black Oak cut down; thence S. 67 E., 1128 feet to a point in the Old Easley Highway; thence with the Old Easley Highway, N. 29 E., 275.5 feet; thence S. 79-10 E., 267.7 feet to an iron pin at the point of beginning.

THE above described tracts are the same conveyed to Jerome K. Jay and M. C. Jay by deed of Henry Theodore dated June 9, 1947, and recorded in the RMC Office for Greenville County in Deed Book 313, page 322; the said M. C. Jay died testate a resident of Pickens County and by will in the office of the Judge of Probate for Pickens County in Apartment 306, File 15, devised his interest in this property to Annie S. Jay, who conveyed her interest to Jerome K. Jay by deed dated April 1, 1953, recorded in the RMC Office in Deed Book 479, Page 259.

TRACT NO. 3 contains 18.6 acres, more or less, and lies on the Northwest side of the Old Easley Road and immediately Sout of the above described property and has according to a survey made by Piedmont Engineering Service, the following metes and bounds;

BEGINNING at an iron pin in the center of a 16-foot proposed road at the Northwest corner of a tract of one (1) acre, which is being reserved by Jerome K. Jay, and running thence along the center of said 16-foot proposed road, N. 30-21 E., 508.2 feet to an iron pin at the corner of the property described above; thence with the line of the property described above, S. 66-45 E., 1128 feet to an iron pin in the center of the Old Easley Road and running thence with the center of the Old Easley Road, the following course and distances: S. 37-13 W., 546 feet; S. 54-16 W., 110 feet; S. 71-34 W., 171.6 feet; N. 87-16 W., 111 feet; S. 60-34 W., 139.7 feet, and N. 71-30 W., 100 feet; thence N. 46-45 E., 17.8 feet to an iron pin; thence N. 53-09 W., 610.3 feet to an iron pin; thence N. 26-11 E., 50.9 feet to an iron pin in the corner of the said one (1) acre tract reserved by the said Jerome K. Jay; thence with the line of the said property reserved by Jerome K. Jay, the following courses and distances: S. 53-09 E., 253 feet; N. 36-51 E., 160 feet, more or less, to an iron pin; thence N. 53-09 W., 276.6 feet to the point and place of beginning.

This mortgage is junior in rank to the lien of a mortgage held by The South Carolina National Bank, as trustee under agreement with Huntington & Gerry, dated August 5, 1949, in the original amount of \$20,000.00 dated November 15, 1954, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 616, at page 459, and mortgagors herein covenant that they will pay the balance in full of that mortgage amounting to \$7,848.94 on May 25, 1961.

The Mortgagors propose to subdivide this property into building lots or tracts and to offer the same for sale. Mortgagee agrees that it will release any lot or tract sold and conveyed by the Mortgagors at a release price of \$500⁰⁰ per acre, to be applied under the last payment due under this mortgage.

This is the same property conveyed to us by deed of Jerome K. Jay of even date herewith and this mortgage is given to secure the balance of the purchase price.

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

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, water, ranges and machinery, boilers, engines, elevators, and in fact, bath-tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, motors, machinery, refrigerating plant and ice boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property, as are furnished by or attached to the setting up or operating an unfurnished building, and to the one herein described and referred to, which are or shall be attached to said building by pipes, wires, rods, pipes, connections, machinery 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: his heirs, successors and assigns And he do hereby bind Heirs, Successors

Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee.

Heirs, successors and assigns from and against the mortgagee, thier Heirs, Successors, Executors, Administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

*State of South Carolina, County of Greenville, Assignment
 for value received I, Jerome K. Jay, hereby assign, transfer and set
 over to Bank of Travelers Rest the within mortgage and the note which
 the same secures, without recourse, dated at Greenville, S.C. this
 6th day of July, 1961
 In presence of: Jerome K. Jay
 Anna W. King
 Ben C. Johnston
 assignment recorded 7-6-61 at 4:33 pm # 895*