

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Wayne Creel and Elaine T. Creel

(hereinafter referred to as Mortgagor) is well and truly indebted into

JOHN BAKER CLEVELAND

(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

FIFTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE & NO/100 Dollars (\$ 57,975.00 ) due and payable

Per terms of note of even date herewith.

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with interest thereon from 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 Greenville, and lying on the western side of Batesville Road and being 32.79 acres, more or less, according to a plat by P. R. Rexter, RLS, dated 8-78 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of the Batesville Road at the joint front corner of the present property and that of now or formerly Neil B. Adams and running thence N. 60-18 W. 23.77-feet, 899.55-feet, 10-feet and 228.09-feet, all along the same line; thence N. 29-45 E. 387.60-feet; thence N. 44-15 E. 479.92-feet to a point; thence S. 65-02 E. 54.16-feet to a point; thence S. 40-12 E. 133.63-feet to a point; thence N. 45-40 E. 466.72-feet to a point; thence N. 17-55 W. 83.51-feet to a point; thence N. 28-35 E. 173.11-feet to a point; thence N. 75-32 E. 170.03-feet to a point; thence N. 66-10 E. 267.00-feet to a point; thence S. 52-54 E. 214.52-feet to a point; thence S. 1-07 W. 112.80-feet to a point; thence S. 39-36 E. 150.33-feet to a point; thence S. 41-59 W. 329.22-feet to a point; thence S. 25-44 W. 472.66-feet to a point; thence S. 23-25 W. 260.78-feet to a point; thence S. 22-25 W. 299.44-feet to a point; thence S. 12-01 W. 179.06-feet to the point of beginning.

This being a portion of the property conveyed to the mortgagor by deed of mortgagee of even date herewith; and being a portion of the property deeded from Hazle B. Cleveland et al to J. Harvey Cleveland, John Baker Cleveland and Elizabeth C. Livingston as recorded in Deed Book 861, at Page 493 on December 30, 1969.

Mortgagee agrees to release five (5) acres of above land each time upon payment of \$15,000.00, not to exceed a total of 20 acres released. ~~Mortgagor~~ Mortgage cancelled on full payment of principal and interest.

Mortgagor has right to prepay without penalty. Mortgagor has further right to pay interest only on one payment if unable to meet payments as become due. In such event, mortgagor must make up missed payment within one year from normal date due or will be in default.

Parties agree that five (5) acre lot release will commence at the southern portion and move north.

The right to delay the one payment is a non-assignable, non-transferrable right.

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.

RECORDED

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