

MORTGAGE OF REAL ESTATE

BOOK 1484 PAGE 161

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } CO. S. C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:WHEREAS, Barto Hendricks }
H.C. }
J. W. HERSLEY }
OCT 12 1 54 PM '79

(hereinafter referred to as Mortgagor) is well and truly indebted unto Boyd H. Parham

(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

Eighty thousand and 00/100-----Dollars (\$ 80,000.00) due and payable

in 12 equal annual installments applicable first to interest and then to principal

with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: annually

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, the Mortgagee's heirs, 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 two hundred four acres (204), more or less, and having the following lines, metes and bounds, to-wit:

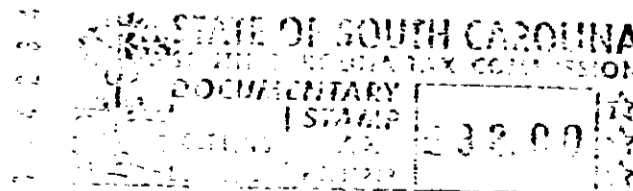
Beginning at an Ash 3X on the north bank of Saluda River, running thence N. 22 E. 10.5 chains to a stone 3X; thence N. 53 E. 35.50 chains to a stone 3X; thence N. 66 E. 7.40 chains to a stone 3X; thence N. 17 E. 27.50 chains on Mountain Creek to a stone 3X on the south bank of said Creek; thence up the meanders of said creek to the second sharp bend; thence S. 30 W. 7.00 chains; thence N. 4 W. 7.79 chains to a Red Oak 3X; thence S. 35-75 chains to a stone 3X; thence S. 3 3/4 E. 23.00 chains to a Hickory 3X; thence S. 14 W. 41.50 chains to a maple 3X on the north bank of Saluda River, and thence with the meanders of said river to the beginning corner, and bounded by lands now or formerly of Mary Annie Cooley, Jesse L. French, Martha Whitt, J. T. Cooley and George W. French and by the Saluda River and Mountain Creek.

This is the same property conveyed to the mortgagor by deed of Boyd H. Parham dated October 12, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1113 at page 481.

The mortgagee does hereby covenant and agree that he will release any portion of the above described property upon payment to him by the mortgagor of the sum of \$700.00 per acre, so long as property released does not deter the remaining mortgaged property.

The mortgagor covenants and agrees that he, his agents, successors or assigns will neither cut nor remove any timber located on the above described property without the prior consent in writing of the mortgagee. Mortgagor further covenants and agrees that in the event he shall remove any timber from said premises without permission of the mortgagee, then the mortgagee at his option may declare the entire indebtedness secured by this mortgage immediately due and payable and proceed with the foreclosure thereof or institute any legal proceedings to which he is entitled under the law.

The mortgagee's address is: Route 4, Elberton, GA 30635

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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.

4. 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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