

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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RECORDED
MAR 14 1980
3 28 PM '80
DONALD E. BALTZ
WILKINS & WILKINS
ATTORNEYS AT LAW
GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, DONALD E. BALTZ

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

MARION HARRIS, DAVID H. WILKINS and
WILLIAM W. WILKINS, JR.

(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

Three Hundred Thirty-Four Thousand Three Hundred
Ninety-Two and 30/100

Dollars (\$ 334,392.30) due and payable

in annual installments of \$50,000 each beginning March 14, 1981; said installments to be applied first to payment of interest and balance to principal; the entire principal sum and accrued interest to be due and payable on March 14, 1980

with interest thereon from _____ date _____ at the rate of nine(9%) 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 137.61 acres as shown on plat entitled "Property of Donald E. Baltz" by Clarkson Surveying, dated March 10, 1980 recorded in the RMC Office for Greenville County, SC in plat book 7 0 page 98 , and having according to said plat the following metes and bounds, to-wit:

Beginning at an old nail/cap in Brooks Road, and running thence with line of this property and Rustic Estates N. 33-28 W. 366.6 feet to an iron pin; thence turning and continuing with line of Rustic Estates property S. 70-33 W. 833.06 feet to an old stone; thence turning N. 39-52 W. 240.1 feet to an iron pin corner of property now or formerly belonging to Cox; thence S. 80-35 W. 1428.5 feet to an iron pin; thence turning and running with the line of property now or formerly of Adams, S. 37-15 E. 964 feet to old stone; thence turning S. 42-00 W. 551.36 feet to old stone; thence N. 69-35 W. 886 feet to an iron pin near creek; thence S. 25-51 W. 221.9 feet to an iron pin; thence continuing S. 43-30 W. 560.3 feet to an iron pin; thence S. 7-01 W. 254.8 feet to an iron pin; thence S. 22-12 W. 272.5 feet to an iron pin, corner of property now or formerly of Griffin; thence S. 41-48 E. 501.6 feet to an iron pin; thence S. 51-06 E. 91.25 feet to an iron pin; thence S. 69-08 E. 178.99 feet to an iron pin; thence S. 49-19 E. 152.35 feet to an iron pin; thence S. 58-00 E. 528.12 feet to an iron pin; thence N. 65-04 E. 351.78 feet to an iron pin in south edge of dirt road; thence N. 68-48 E. 265.91 feet to an iron pin in north edge of dirt road; thence N. 61-31 E. 315.90 feet to an iron pin; thence N. 54-09 E. 196.96 feet to an iron pin in root wild cherry; thence N. 71-22 E. 545.55 feet to an iron pin; thence with line of property now or formerly of McGaha N. 28-56 W. 593.11 feet to an iron pin; thence with line of property now or formerly of Clayton N. 67-38 W. 749.1 feet to an iron pin; thence N. 36-32 E. 105.9 feet to an iron pin; thence S. 89-14 E. 386 feet to an iron pin; thence S. 36-00 E. 299.44 feet to an iron pin; thence with line of property now or formerly of McGaha N. 73-18 E. 358.03 feet to an iron pin; thence N. 73-10 E. 141.2 feet to an iron pin corner of property now or formerly of Yates; thence with Yates line N. 54-09 E. 280.07 feet to an iron pin corner of property now or formerly of Farley; thence with the Farley line N. 18-07 E. 179.1 feet to an iron pin; thence N. 10-52 W. 229 feet to an iron pin; thence N. 50-07 E. 338.2 feet to an iron pin in or near creek; thence with said creek N. 84-34 E. 78.99 feet to an iron pin; thence N. 84-25 E. 175.6 feet to an iron pin; thence N. 88-38 E. 262 feet to an iron pin; thence N. 55-16 E. 142.55 feet to an iron pin; thence S. 82-09 E. 93.45 feet to an iron pin; thence N. 6-14 E. 43.48 feet to an iron pin; thence S. 84-27 E. 86.79 feet to an old axle; thence with line of property now or formerly of Walter E. Smith N. 32-38 W. 584.88 feet to old nail(cap) in Brooks Road, the point of beginning.

This is the same property conveyed to mortgagor by mortgagees by deed of even date herewith, to be recorded simultaneously with this mortgage.

The release price for the within property shall be \$2700.00 per acre.

*The mortgagor has the right to anticipate the whole or any part of principal sum at any time.

MORTGAGEE ADDRESS:

408 East North Street
Greenville, S. C. 29601

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.