PARCEL 2: All that piece, parcel or lot of land in Cleveland Township, GreenvilleCounty, SC, having the following metes and bounds:

BEGINNING at a stake in line of lot of River Falls Water Association at NW corner of lot of C Tharpe, and running thence N 62-40 E with lines of C.C. Tharpe and I.C.P. Incorporated 659 ft., more or less, to a stake; thence with line of Parcel 1 above in a northeasterly direction 32.5 ft. more or less, to a stake in line of property now or formerly of River Falls Water Association, thence with line of River Falls Water Assoc., in a westerly direction 600 ft. more or less to stake; and thence S 24-40 E with line of said association 68 ft. more or less to beginning corner. SUBJECT to any and all easements, rights-of-way, restrictions and water rights appearing of record in the RMC Office for Greenville County of which may affect said property upon an actual survey of the premises.

BEING the same property conveyed to Mortgagor by deed of Mortgagee of instant date to be recorded herewith.

THIS is a Purchase Money Mortgage to rank ahead of an existing Mortgage executed by the Nortgagor in favor of James D. Casteel, et al, dated February 22, 1989, recorded in Mortgage Hook 1497 at Page 800, which Mortgage is by separate instrument recorded herewith to be swordinated to the lien of said Purchase Money Mortgage.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

TO HAVE AND TO HOLD, and The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good tight and the 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 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 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 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 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 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 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 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 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 lawfully authorized to sell, convey or encumber the same are selled to sell and singular the same are selled to sell a selled lawfully authorized to sell and singular the same are selled lawfully authorized to selled lawfully authorized lawfully authorized lawfully authorized to selled lawfully authorized lawfully authorized lawfully against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.