

WHEREAS, Robert A. Harvey and Stella F. Harvey

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fred Kenneth Guest and Helen Venetia Guest  
2109 COVEMOUNT DR. S.E.  
HUNTSVILLE, ALA. 35801

(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

Forty-Two Thousand and NO/100----- Dollars (\$ 42,000.00 ) due and payable

According to the terms of the Promissory Note executed hereof.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of Ten (10%) per centum per annum, to be paid: yearly

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, containing 23.9 acres, more or less, and being further described as follows:

BEGINNING at a nail and cap in the center of Tubbs Mountain Road and running thence S 65-27 W, 2,004.5 feet to an iron pin; thence N 17-21 W, 347.2 feet to an old iron pin; thence N 62-25 E, 537 feet to an old iron pin; thence N 49-34 E, 1,411.4 feet to an old iron pin; thence N 63-22 E, 78.8 feet to a spike in the center of Lindsay Lake Road; thence S 51-42 E, 37.7 feet to a nail and cap; thence S 42-18 E, 100 feet to a nail and cap in the intersection of Lindsey Lake Road and Tubbs Mountain Road; thence S 3-13 E, 65 feet to a nail and cap; thence S 20-11 E, 576.5 feet to the point of beginning.

This is the same property as conveyed to the Mortgagors herein by deed of Fred Kenneth Guest and Helen Venetia Guest recorded in the RMC Office for Greenville County on even date herewith.

No penalty for prepayment.

Mortgagee shall, at Mortgagors' request, release a five (5) acre tract from the above-described property at such time as Mortgagors have added \$10,000.00 worth of improvements to the acreage not released. The parcel released shall contain five (5) acres and shall contain road frontage of 366 feet beginning at the corner pin in Lindsey Lake Road and running with the road southeast to a power pole.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
APR 24 1984  
TAX  
\$ 16.80

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.