

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

APR 20 4 46 PM '77

OLLIE FARNSWORTH

R. M. C.

BOOK 1230 PAGE 93

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, L. H. TANKERSLEY AND P. D. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THERON C. CLEVELAND, JR. AND GREEN H. 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 Two Hundred Sixty-Five Thousand One Hundred and No/100-----Dollars (\$ 265,100.00) due and payable

\$88,366.67 on April 20, 1973, \$88,366.67 on April 20, 1974 and \$88,366.67 on April 20, 1975, with the privilege of anticipating any or all of the balance due at any time.

with interest thereon from date at the rate of Six(6%) 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, 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, near the City of Greenville, being shown as Property of T. C. Cleveland, and having, according to plat of said property, made April 18, 1972, by C. O. Riddle, Engineer, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the Old Boiling Springs Road, at the corner of Property of Hazel Ross Newbern, and running thence crossing Old Boiling Springs Road, N. 44-43 E. 1442.7 feet to an iron pin at a stone; thence along the Property of Grace Elizabeth Moore, S. 80-33 E. 593.3 feet to an iron pin; thence along Property of Boiling Springs Realty Co., S. 0-42 W. 924.4 feet to an iron pin; thence continuing along the Property of Boiling Springs Realty Co., S. 31-24 E. 803.9 feet to an iron pin at a stone; thence continuing along the line of said property, S. 31-27 E. 284.2 feet to a point, in the center of Old Boiling Springs Road; thence through the center of Old Boiling Springs Road, N. 70-53 W. 553 feet to a point; thence along the Property of Carl McCoy, et al, S. 0-45 W. 250.5 feet to a point; thence continuing along said property, S. 0-32 W. 1126.4 feet to an iron pin; thence crossing Pelham Road, S. 9-24 W. 66.8 feet to an iron pin; thence along the Property of Central Realty Corp., S. 4-40 W. 655 feet to an iron pin; thence S. 54-36 W. 114.1 feet to an iron pin; thence along the Property of Rolling Green Realty Co., N. 85-30 W. 965.4 feet to an iron pin; thence continuing along the line of said property, N. 31-59 W. 379.5 feet to an iron pin; thence continuing along the line of said property, N. 19-47 W. 689.8 feet to an iron pin; thence along the Property of William G. Forewood, N. 20-56 W. 248.7 feet to an iron pin on Pelham Road; thence crossing Pelham Road, N. 4-51 W. 72.2 feet to an iron pin on Boiling Springs Road; thence along Boiling Springs Road as follows: N. 37-12 W. 63.6 feet, N. 27-14 W. 100 feet, N. 37-26 W. 100 feet, N. 43-00 W. 100 feet, N. 54-08 W. 100 feet and N. 63-58 W. 151 feet to an iron pin; thence along the Property of James Ross, N. 61-00 E. 777 feet to an iron pin; thence along the Property of Hazel Ross Newbern, N. 22-11 E. 600.8 feet to an iron pin on the southern edge of Old Boiling Springs Road; thence N. 65-40 W. 495.5 feet to an iron pin, the point of beginning; containing 121.7 acres, excluding roads shown on plat.

It is understood and agreed by the parties hereto that any of the three tracts as shown on the plat made by C. O. Riddle, Engineer may be released upon request and upon payment of \$3,000.00 per acre with the exception of the center tract as shown on said plat which may only be released after the release of one of the other two tracts.

Plat of this property is recorded in Plat Book 4-Q, Page 39.

Together with all and singular rights, members, hereditaments, 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.

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.