MORTGAGE OF REAL ESTATE-Office BESETTING CE CO. S. 7

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE
10 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

WILEY M. CRITTENDEN, JR.

thereinafter referred to as Mortgagor) is well and truly indebted unto

CHRISTINE E. DUNCAN

(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-four Thousand Twenty and 00/100------Dollars (\$44,020.00) due and payable

in three (3) equal annual installments of Fourteen Thousand Six Hundred Seventy-three and 33/100 (\$14,673.33) Dollars, commencing on the first day of September, 1976, and continuing on the same day of each year thereafter until paid in full.

with interest thereon from date at the rate of eight per centum per annum, to be paid:

annually on September 1, with principal until paid in full

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, the Mortgagoe'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, and in Paris Mountain Township, and being known and designated as a part of Tract No. 2 of the property of Putman and Craft as shown on plat thereof made by W. J. Riddle and having, according to a new survey made by W. J. Riddle on February 20, 1950, the following metes and bounds:

BEGINNING at an iron pin in the center of Sulphur Springs Road at the corner of property now or formerly belonging to Herbert Farr, and running thence along the center of said Sulphur Springs Road, N. 22-39 E. 200 feet to a point in the center of said road; thence still along the center of said Sulphur Springs Road, N. 21-51 E. 200 feet to an iron pin at the corner of property now or formerly belonging to W. L. Brown; thence along the line of the Brown property. S. 70-03 E. 707.9 feet, more or less, to a stake at the corner of the tract heretofore conveyed to J. C. Duncan, et al; thence along the line of that property, S. 22-57 W. 216 feet, more or less, to a stake in the line of Herbert Farr property; thence along the line of that property, N. 84-30 W. 735.1 feet to an iron pin at the beginning corner.

Mortgagee covenants and agrees that she, her heirs, administrators and assigns, will, upon request by mortgagor subject and subordinate her rights under the above purchase money mortgage to any and all mortgages hereinafter placed on the property for the purpose of constructing improvements on the mortgaged premises or obtaining permanent financing for improvements constructed; provided, however, that the stated principal amount for said mortgage or mortgages, excluding interest, at any one time, to which mortgagee's mortgage is to be subordinated, shall not exceed \$1,750,000. Mortgagee covenants that she will, upon request by mortgagor, execute and deliver to mortgagor, or to any one person designated by mortgagor, any instrument or instruments required to give effect to the subordination. This subordination provision also applies to the tract described below.

ALSO: The remainder of Tract 2 adjoining the above described and being more particularly described as follows:

BEGINNING at an iron pin in the line of property of W. L. Brown at a point 707.9 feet east of the center of Sulphur Springs Road, and running thence along the line of that property S. 70-03 E. 60 feet to an iron pin; thence still along the line of the Brown property S. 84-41 E. 1215 feet to an iron pin; thence S. 44-05 W. 251 feet to an iron pin; thence N. 19-16 W. 200 feet to an iron pin; thence S. 68-50 W. 365.4 feet to an iron pin in line of property of Herbert Farr; thence along the line of his property N. 84-30 W. 775.4 feet to a stake at a point 735.1 feet east of the center of Sulphur Springs Road; thence on a new line across said Tract No. 2, N. 22-57 E. 216 feet to the beginning corner.

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 is 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.

LEATHERWOOD, WALKER, TODD & MANN

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