



FILED
GREENVILLE CO. S. C.

JUN 20 9 41 AM '73

DONNIE S. TANKERSLEY
R.M.C.

LEATHERWOOD, WALKER, TODD & MANN

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, WILLIAM F. GOEDECKE and H. HALEY ECTOR, as Trustees under agreement with James G. Nance, et al, dated June 18, 1973

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES W. BOLT

(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

Ninety-Five Thousand One Hundred Fifty Six and 25/100----- Dollars (\$ 95,156.25) due and payable

\$15,859.40 on June 18, 1974; \$15,859.37 on June 18, 1975; \$15,859.37 on June 18, 1976;
\$15,859.37 on June 18, 1977; \$15,859.37 on June 18, 1978; and \$15,859.37 on June 18, 1979.

with interest thereon from date at the rate of seven (7) 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, on the northern side of Congaree Road, containing 7.25 acres, and having the following metes and bounds according to plat entitled "Survey for J. W. Bolt" dated 4-12-73 by James D. Crain, Registered Land Surveyor:

BEGINNING at an iron pin on the northern right-of-way of Congaree Road, which pin is located a distance of 734 feet, more or less, from the intersection of the northern right-of-way of Congaree Road and the western right-of-way of Interstate Highway No. 385, and from said point of beginning running N. 38-34 W. 1,032.70 feet to an iron pin on the southern edge of a proposed road; thence with the edge of said proposed road and other property of the grantor herein N. 44-18 E. 302.34 feet to an iron pin on the line of property now or formerly owned by Esther Duncan; thence with the line of said Duncan property S. 38-34 E. 1,075.92 feet to an iron pin on the northern right-of-way of Congaree Road; thence with the northern right-of-way of Congaree Road S. 52-33 W. 300 feet to the point of beginning.

The mortgagee agrees, upon request of the mortgagors, from time to time to release a portion or portions of the above described land from the lien of this mortgage on the following basis:

(a) Mortgagee agrees to release from the lien of this mortgage one acre of land for each \$20,000.00 reduction in principal which has been made by mortgagors under the normal schedule of payments on the note secured by this mortgage.

(b) Mortgagee also agrees to release one acre of land upon the substitution of collateral by mortgagors in the form of savings accounts or certificates of deposits having a face value of \$20,000.00.

No releases shall be made if there is any default existing in the payment of the note secured by this mortgage at the time the request for the release is made.

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.