

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

103 25 3 55 PM '77
DONNIE S. TANMERLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BARRY S. ESKEW and KATHY R. ESKEW

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES D. CASTEEL, Route 1, Box 277, Marietta, South Carolina, 29661

(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

NINETEEN THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 19,500.00) due and payable

As provided in said promissory note.

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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, in Cleveland Township near River Falls and being known and designated as "Property of Charles A. Zimmerman, Jr. and Ann Zimmerman" as shown on a plat prepared by C. O. Riddle, R.L.S., dated August 4, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-G at Page 59, containing 15.59 acres, more or less, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Devils Fork Creek at the northwestern corner of the property herein conveyed and property of Cecil B. Cantrell and running thence (through an iron pin 12.0 feet from the center of said creek) along the line of Cecil B. Cantrell property S 25-00 E 1,697.9 feet to an iron pin; thence along the line of property of U. G. Cantrell, Jr., N 52-33 E 248.2 feet to an iron pin; thence along the line of property of Ruby C. Roberts, N 15-13 W 1,916.1 (passing through an iron pin 25.0 feet from the center of Devils Fork Creek) to the center of Devils Fork Creek; thence along the center of Devils Fork Creek as the line by the following traverse lines: S 27-08 W 183.8 feet to a point; thence S 38-04 W 232.1 feet to a point; thence S 58-11 W 217.5 feet to the beginning corner.

This deed is also subject to a 50-foot right of way for egress and ingress from the center of Devils Fork Road to the center of Devils Fork Creek, said right of way to extend 50 feet easterly from the center line of the spring branch as shown on the above mentioned plat.

Being the same conveyed to the Mortgagors by deed of Charles A. Zimmerman, Jr. and Ann Talma Zimmerman, to be recorded herewith.

Together with the Mortgagors' interest in the easement conveyed to them by deed of Michael W. Green and Paul Green to be recorded herewith.

The Mortgagee agrees to release from the lien of this mortgage, at any time after the principal balance has been reduced below the sum of \$17,625.00, any tract not more than 2 acres, with free access to the above easement, as determined by the Mortgagors.

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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.

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