

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JUL 7 3 24 PM '79

DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, I, Donald E. Baltz

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. M. Dobson, L. A. Dobson, Roy M. Dobson, Clyde B. Dobson & Corrine D. Byrnside

(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 TWO THOUSAND FIVE HUNDRED ----- Dollars (\$ 92,500.00) due and payable \$10,000 on June 20, 1979 and \$10,000 on June 20th of each year thereafter until the entire principal and accrued interest is paid in full; said payments to be applied first to the payment of interest and balance to payment of principal

with interest thereon from date at the rate of 8% 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, the Mortgagee's heirs, successors and assigns:

~~ALL THAT CERTAIN TRACT, LOTS AND PARCEL OF LAND IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, DESCRIBED IN DEED FROM L. M. DOBSON, L. A. DOBSON, ROY M. DOBSON, CLYDE B. DOBSON & CORRINE D. BYRNSIDE TO DONALD E. BALTZ DATED JULY 5, 1978 RECORDED HERewith IN DEED VOL. 1082, PAGE 680 OF THE RMC OFFICE FOR GREENVILLE COUNTY, S. C.~~

All that tract, lots and parcel of land in Greenville County, State of South Carolina, described in deed from L. M. Dobson, L. A. Dobson, Roy M. Dobson, Clyde B. Dobson and Corrine D. Byrnside to Donald E. Baltz dated July 5, 1978 recorded herewith in deed vol. 1082, page 680 of the RMC Office for Greenville County, S. C.

(For Derivation of title see the above deed)

The mortgagees agree to release such portions of the within described property as may be requested by the mortgagor upon the following terms:

A. The lots facing Tigerville Road shall be valued at \$2,000 per lot and the balance of the above numbered lots valued at \$800 per lot, and acreage shall be \$1,250.00 per acre.

B. Upon release of all the frontage property, and any future released property, mortgagor agrees to provide and leave a 50 ft. right of way into the remaining portion of the property according to a master development plan, so that all unreleased property shall always have access to existing streets for ingress and egress.

C. Upon payment of any portion of the principal of the within mortgage, mortgagees shall release lots or acreage commensurate with the amount paid.

The MORTGAGEES hereby appoint and constitute L. M. Dobson or as their agent to receive any and all payments made by the mortgagor on the within mortgage and the mortgagor shall not be responsible for the distribution of said mortgage payments.

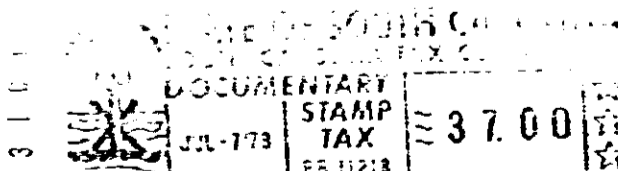
The MORTGAGEES further authorize and empower L. M. Dobson or as our agent, to execute releases to the mortgagor in accordance with the release terms above stated, and we further authorize and empower L. M. Dobson or as our agent, upon payment in full of the principal balance and accrued interest due on said mortgage to satisfy and cancel said note and mortgage in our behalf.

IN THE PRESENCE OF:

Denobia V. Hall
W. M. Wilkins

L. A. Dobson
Roy M. Dobson
Clyde B. Dobson
Corrine D. Byrnside

MORTGAGEES' ADDRESS:
L. M. Dobson
Route # 6
Greer, S. C. 29651



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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