

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
REC 3 4 59 PM '79
DONALD R. HARRISLEY
R.M.C.

BOOK 1490 PAGE 240

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MOUNTAINCREEK PARTNERSHIP, A GENERAL PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. L. ROSAMOND, AS EXECUTOR OF THE ESTATE OF KETURAH R. ROSAMOND

(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 ONE HUNDRED THOUSAND AND NO/100-----

Dollars (\$100,000.00) due and payable

AS STATED IN NOTE.

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

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 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 being shown and designated as 61.41 net acres on plat of property of H. L. Rosamond as prepared by Freeland and Associates, Engineers, dated July 23, 1979, said plat is recorded in Greenville County RMC Office in Plat Book 7-5 at Page 68. Said property according to said plat having the following metes and bounds, to-wit:

BEGINNING at an old nail cap in the center of Reid School Road at the joint front corner of property of E. E. Howard, Sr.; thence N. 25-11 E. 21.14 feet to an iron pin; thence N. 25-28 E. 209.43 feet to an iron pin; thence N. 83-50 E. 548.47 feet to an iron pin; thence N. 4-14 E. 629.90 feet to an iron pin; thence N. 5-15 E. 279.59 feet to an iron pin; thence N. 6-38 E. 949.15 feet to an iron pin; thence N. 28-51 W. 321.95 feet to an iron pin; thence S. 58-35 W. 889.58 feet to an iron pin; thence S. 60-25 W. 1,079.39 feet to a nail cap in the center of State Park Road; thence with the center of said road, S. 13-50 E. 131.23 feet to a nail cap; thence continuing with the center of said road, S. 21-21 E. 203.12 feet to a nail cap; thence continuing with the center of said road, S. 25-37 E. 222.63 feet to a nail cap; thence continuing with the center of said road, S. 30-31 E. 279.20 feet to a nail cap; thence continuing with the center of said road, S. 30-58 E. 236.27 feet to a nail cap; thence turning onto Reid School Road, S. 56-36 E. 56.68 feet to a nail cap; thence with the center of Reid School Road, S. 68-52 E. 149.25 feet to a nail cap; thence continuing with the center of said road, S. 69-47 E. 199.17 feet to a nail cap; thence continuing with the center of said road, S. 59-02 E. 99.67 feet to a nail cap; thence continuing with the center of said road, S. 48-14 E. 55.94 feet to a nail cap; the point of beginning.

This is a Purchase Money Mortgage.

This being the same property conveyed to the Mortgagor herein by deed of H. L. Rosamond, as Executor of the Estate of Keturah R. Rosamond of even date to be recorded herewith.

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LESS, HOWEVER, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as a 8.00 net acre tract of land located on the Eastern side of State Park Road at the intersection of State Park Road and Reid School Road and being more fully described on a plat of property prepared by Carolina Surveying Company on December 3, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-6 at Page 68, and having according to said plat, metes and bounds as shown thereon.

MORTGAGEE'S MAILING ADDRESS: # 2 Yancey Dr. - Denville, S.C. 29615

The mortgagee hereby agrees to release this property for the sum of \$60.00 per front foot for the property fronting on or being within 200 feet from State Park Road or Reid School Road, or the sum of \$3,000.00 per acre, whichever is greater; provided, however, that the property so released shall not leave any remaining property which is subject to this mortgage without at least a 50 foot wide strip of property connecting such remaining property to a public road, and said 50 foot wide strip of property shall remain **SEE BELOW

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.

** subject to this mortgage. The mortgagee further agrees to apply any release price paid to him in reduction of the next note payment owed by mortgagor.

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