

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUL 29 4 28 PM '81
DONNIE S. BANKERSLEY
R.M.C.

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

WHEREAS, I, ALFRED L. CAUDELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. HIGHTOWER

(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

FIFTY NINE THOUSAND THREE HUNDRED FORTY ----- Dollars (\$ 59,340.00) due and payable \$637.75 on the 5th day of September, 1981 and a like amount on the 5th day of each and every month thereafter until the entire principal sum and accrued interest is paid in full, said installments to be applied first in payment of interest and then to principal

with interest thereon from _____ date _____ at the rate of ten(10%) per centum per annum, to be paid: monthly
The mortgagor has the right to repay the entire amount of this mortgage at any time without penalty.

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, in Highland Township, on the waters of South Tyger River, containing 37.17 acres as shown on plat surveyed for Alfred L. Caudell by Lindsey & Associates, RLS, July 14, 1981 and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin in the center of Blue Ridge Drive, corner of property of Finley, thence with the line of said property S. 19-27 W. 2338.8 feet to an iron pin in line of property of Greer Commission of Public Works; thence with the line of said property, N. 87-36 W. 99.0 feet to an iron pin; thence S. 43-58 W. 186.3 feet to an iron pin; thence S. 67-40 W. 142.7 feet to an iron pin; thence N. 85-07 W. 141.0 feet to an iron pin; thence N. 72-49 W. 145.8 feet to an iron pin; thence N. 57-06 W. 40.9 feet to an iron pin corner of property of Anthony; thence with the line of said property N. 19-33 E. 2805.6 feet to an iron pin in line of property of Anthony; thence turning and following the line of said property S. 72-10 E. 488.3 feet to a railroad spike in the center of Blue Ridge Drive; thence with the center of said Drive S. 15-13 E. 188.7 feet to the beginning corner.

This is the same property conveyed to mortgagor by mortgagee by deed of even date herewith.

This mortgage is given to secure a portion of the purchase price of the within described property and no dower is necessary.

Mortgagor's Address:
Route # 1
Saylor, SC 29687

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
JUL 28 1981
\$ 23.76
PS 11218

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.

0 3 5 1

4328 RV-2