Fact 1254 mg 489

TO THE CONCESS OF THE STATE OF

Webself , African G. Charl Specific Boyer and Alonzo M. DeBuhl-

Observation Robert H. Longstreet and

Consensities reserved to be Mortaness as processed by the Mortaness's promisery note of even data herewith, the terms of which are in-

One Hundred One Thousand and No/100 ----- Dollar (2.101, 600, 00-) due and payable in four equal annual installments of principal in the amount of \$25,250,00, subject to pre-payment provisions recited below,

with morest therein from Cictoper 28, 1974s the rate of Seven per centum per amum, to be paid:

WHEREAS, the Mortgage may investor become fadebied to the said-Mortgages for such further sums as may be advanced to or for the Mortgagor's account for taxes, limitance premiums, public assessments, repairs, or for any other purposes:

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Devenger Road, containing 45 acres, more or less, and being described as follows:

BEGINNING at an iron pin on the northern side of Devenger Road and running thence, N. 39 1/2 E. 9.20 chains to an iron pin; thence, S. 45 E. 10.60 chains to an iron pin; thence, N. 16 E. 12.80 chains to an iron pin; thence, N. 62 1/2 E. 2.90 chains to an iron pin; thence, N. 28 W. 9.60 chains to an iron pin; thence, N. 14-00 W. 12.35 chains to an iron pin; thence, N. 74 W. 5.17 chains to an iron pin; thence, S. 22 3/4 E. 4.80 chains to an iron pin; thence, S. 79 1/2 W. 11.23 chains to an iron pin; thence, S. 23 W. 1.17 chains to an iron pin; thence, S. 13 E. 9.35 chains to an iron pin; thence, S. 5 1/2 E. 4.27 chains to an iron pin; thence, S. 42 E. 2.70 chains to an iron pin; thence, S. 5 1/2 E. 2.24 chains to an iron pin, the point of beginning.

The parties hereto agree that after January 1, 1973, the mortgagors shall have the right to pre-pay all or part of the annual installment which becomes due on the note secured by this instrument in the calander year 1973, and the mortgagors shall have the further right in each succeeding calander year to pre-pay, the annual installment becoming due in that year on the note secured by this instrument after January 1 of each such year. The mortgagors shall have no right to make a payment to the mortgagee prior to January 1, 1973, and they shall have no right to pay more than the sum of \$25,250.00 plus interest in any one calander year.

For value received and without further consideration, the mortgagee agrees to release five acres from the lien of this mortgage when called upon to do so by the mortgagors without payment. The mortgagee further agrees to release from the lien of this mortgage one acre of land per each \$6,000.00 in payment upon principal made by the mortgagors. In the event parcels released from the lien of this mortgage shall separate the remaining encumbered property from access from a public road both the mortgagors and the mortgagee shall have a right of egress and ingress from such encumbered property, the said right of egress and ingress in favor of the mortgagors to terminate in the event of foreclosure and said right of ingress and egress in favor of the mortgagee to terminate upon full payment of the debt secured by this mortgage.

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 Mortgages, 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.