

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, I, L. E. JONES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DEEM, INC.

(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 Fifty-One Thousand Five Hundred Eight-Five and NO/100**----- Dollars (\$ 151,585.00) due and payable

as therein stated,

with interest thereon from _____ date _____ at the rate of eight (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, 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 _____

ALL that piece, parcel or tract of land situate, lying and being at the northwestern corner of the intersection of Pelham Road and Batesville Road near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated on a plat of property of L.E. Jones as a 51.46 acre tract, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 5 J, at Page 62, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at a point in the center of a bridge over Brushy Creek in the center line of Batesville Road and running thence with the center line of said Road the following courses and distances, to-wit: S. 5-31 E. 100 feet; S. 11-01 E. 100 feet; S. 16-16 E. 100 feet; S. 21-26 E. 100 feet; S. 29-23 E. 100 feet; S. 32-01 E. 100 feet; S. 31-24 E. 100 feet; S. 29-39 E. 100 feet; S. 27-35 E. 100 feet; S. 23-53 E. 100 feet; S. 21-13 E. 100 feet; S. 19-14 E. 700 feet; S. 17-49 E. 680 feet; S. 15-48 E. 262.3 feet to an iron pin in the center line of Pelham Road, running thence with the center line of said Road, the following courses and distances, to-wit: N. 42-27 W. 84.9 feet; N. 45-35 W. 100 feet; N. 50-44 W. 100 feet; N. 56-12 W. 100 feet; N. 60-56 W. 100 feet; N. 65-39 W. 100 feet; N. 70-48 W. 100 feet; N. 75-35 W. 100 feet; N. 81-09 W. 100 feet; N. 85-53 W. 100 feet S. 88-46 W. 400 feet to a point running thence along a new line through the property N. 20-47 W. 1473.7 feet to an iron pin in the line of a creek running thence N. 34-51 E. 1034.5 feet to a stone; running thence down Brushy Creek S. 74-00 E. 270.3 feet that course and distance to the point of BEGINNING.

THERE SHALL BE NO PREPAYMENT PRIOR TO JANUARY 1, 1976
PROPERTY MAY BE RELEASED AS PROVIDED HEREIN.

Mortgagee agrees to release from the mortgage any or all of the approximately fifty-one point forty-six (51.46) remaining acres upon the payment by mortgagor to mortgagee the sum of Five Thousand and NO/100 (\$5,000.00) Dollars per acre at the time of release with the total of said payments not to exceed the purchase price hereinabove agreed upon; PROVIDED FURTHER: (a) If mortgagor desires to exercise his right under this provision before the payment of the first annual installment, mortgagor shall assign to mortgagee additional collateral of a value of Twenty-Five Thousand and NO/100 (\$25,000.00) Dollars with said additional collateral to remain so assigned until the payment of the first annual installment. The additional collateral will be applied to the satisfaction of the purchase money note if there be default thereon by mortgagor.

(b) The nature of the additional collateral is to be agreed upon by mortgagee and mortgagor at the time of assignment.

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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