MORIGACE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorness at Law, Greenville, S. C. 1114 (2013)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 3 4 40 PM 188 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS, I, DONALD E. BALTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOE SHELTON

(bereinafter 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

with interest thereon from

date

at the rate of nine (9%) per centum per annum, to be paid: Semi-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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, self and release unto the Mortgagor, the Mortgagor's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Bates Township, lying on the east side of Shelton Road, and on the south side of the south fork of Enoree River, containing 39.9 acres as shown on plat made by H. C. Clarkson, R.L.S. dated October 22, 1980 entitled "Property of Donald E. Baltz" and having according to said plat the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin in Shelton Road, corner of property of Joe Shelton, and running thence N. 0-18 E. 524.3 feet to an iron pin; thence S. 69-00 W. 42 feet to an iron pin in the center of Shelton Road; thence with the center of said Road N. 12-05 W. 256 feet to a nail in center of bridge; thence with the center of Enoree River, the traverse line of which is S. 72-34 E. 52.5 feet to a point; thence N. 78-01 E. 139.55 feet to a point; thence S. 65-10 E. 365.35 feet to a point; thence N. 76-29 E. 306.4 feet to a point; thence N. 75-43 E. 500.6 feet to a point; thence N. 71-56 E. 136.3 feet to a point; thence N. 83-16 E. 80.75 feet to a point; thence N. 33-36 E. 133 feet to a point; thence S. 63-25 E. 82.9 feet to an iron pin; thence with the property line of Baltz, S. 1-45 W. 1410.85 feet to an old iron pin in or near a branch; thence S. 65-00 E. 55 feet to a pin; thence with the property line of McAlister S. 43-49 W. 396.86 feet to an old iron pin; thence N. 82-35 W. 399.6 feet to an iron pin; thence N. 12-40 E. 140.8 feet to a pin; thence N. 42-10 W. 140 feet to a pin; thence N. 5-02 W. 390.74 feet to a pin; thence with the line of property of Joe Shelton N. 78-17 W. 158.8 feet to a point; thence N. 81-19 W. 242.3 feet to a point; thence N. 87-07 W. 175.73 feet to a point; thence N. 84-20 W. 237.4 feet to the beginning corner.

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

Hortgagor shall have the right to pay all or any portion of the balance due at any time without penalty AFTER THREE YEARS.

The mortgagee agrees to release from the lien and effect of this mortgage the property herein described in accordance with the release conditions set forth in contract dated May 12, 1980 by and between Joe Shelton as Seller and Donald E. Baltz, purchaser.

STATE OF SOUTH CAROLINA

OF SOUTH CAROLINA TAX COMMISSION

OF SOUTH CAROLINA TAX COMMISSION

STAMP

STAMP

TAX

RELIEFE

1883-83

RELIEFE

Mortgagee's address:
P. O. Box 36
Travelers Rest, S. C. 29690

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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.

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