VOL 1670 FASE 684

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS. G. HERMAN WALKER, III d/b/a C. DOUGLAS WILSON AND COMPANY

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. B. GRIFFIN AND ELLA MAE GRIFFIN of 3 Ruby Drive, Berea, Greenville, South Carolina

(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

---SIXTY THOUSAND AND NO/100------ Dollars (\$ 60,000.00) due and payable in accordance with the terms of Note of even date herewith, with the last payment due June 29, 1990

with interest thereon from date

at the rate of 10%

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, 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 of that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, Bates Township, 53.04 acres, more or less, as shown on a plat of property of J. B. Griffin, Sr. and Ella Mae O. Griffin, said plat recorded in the Greenville County RMC Office in Plat Book $\frac{600}{1000}$, Page $\frac{86}{1000}$ said plat is hereby craved for a metes and bounds description.

THIS being the same property conveyed to the Mortgagor herein by deed of J. B. Griffin and Ella Mae Griffin of even date to be recorded herewith.

Sellers agree to release 10 acres from the lien of the within mortgage for no consideration subject to the within terms:

- 1. Seller shall not be bound to release any property which would leave the remaining property without reasonable access to the County Road.
- 2. Sellers agree to release at no cost any property dedicated to the County as a street or roadway or any property to be used as a right-of-way or easement for any utility service or installation serving the property.
- 3. Releases for property not to be used as a public road or utility right-of-way, with the exception fo the 10 acres referred to hereinabove, are conditioned upon the payment by Buyers to Sellers of \$1,500.00 per acre for each acre to be released.
- 4. All sums paid as release payments shall serve as a credit towards the next ensuing principal payment due pursuant to the terms of the puchase money mortgage.
- 5. Optionee shall be entitled to access to the property during the option period for the purpose of surveys, soil tests or other similar matters provided that any damage to the property resulting therefrom shall be promptly repaired by Optionee.
- 6. It is agreed that the ten (10) acres referred to above shall be defined by the Purchaser and shall be released at Purchaser's request if terms (1-4) are complied with.

STATE OF SOUTH CAROLLIA AND COMMISSION DOCUMENTARY STAMP TAX E 1 8.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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