

REGISTRATION NO. 22
COMPILED WITH
COUNTY OF GREENVILLE
Me.

FILED
GREENVILLE CO. S. C.

JUN 5 4 43 PM '73

BOOK 1279 PAGE 629

MORTGAGE OF REAL ESTATE

BONNIE S. TANKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ---We, H. Z. Jones/a/k/a/ H.Z. Jones, Jr.
and Sarah D. Jones,---

(hereinafter referred to as Mortgagor) is well and truly indebted unto --Ruth H. Hodgens--

(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

---Nineteen Thousand and No/100---
on or before May 29, 1974

Dollars (\$-19,000.00-) due and payable

with interest thereon from date at the rate of $7 \frac{1}{4}$ 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 Greenville, Paris Mountain Township, known and designated as Tract No. 5 of the Estate of B. M. Gibson, according to plat made by W. J. Riddle, Surveyor, October 28, 1936, containing 37.88 acres, and having, the following metes and bounds, to-wit:

BEGINNING at a stake on a new road leading from White Horse Road to the Duncan Road and the corner of land of Childers and running thence with line of Tracts #3 and #4 N. 58-20 W. 1483 feet to an iron pin; thence N. 48-30 W. 200 feet to an iron pin; thence N. 28-09 E. 1107 feet to stone; thence N. 82-30 E. 497 feet to stone; thence S. 16-49 E. 1181 feet to stake; thence S. 31-30 E. 546 feet to beginning corner.

Less, however, 10.8 acres, more or less, as is more fully described in certain mortgage executed by the said H. Z. Jones, Jr. in favor of the Fidelity Federal Savings & Loan Association and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 799 at Page 326.

Less, also, 2.15 acres, more or less, conveyed to T. Walter Brashier by deed recorded in Deed Volume 928 at Page 39 in the said R.M.C. Office.

Less, also 2.98 acres acquired by South Carolina Highway Department for roadway purposes.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.