

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C. }
DONNIE S. TANKERSLEY }
R.M.C. } TO ALL WHOM THESE PRESENTS MAY CONCERN:

MORTGAGE OF REAL ESTATE

WHEREAS, JIMMIE A. CULBERTSON and CAROLYN F. CULBERTSON

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

JAMES H. ROSS and EVELYN B. ROSS

(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

-----THREE THOUSAND AND NO/100-----Dollars (\$3,000.00---) due and payable
to be paid in three equal payments of One Thousand and No/100
(\$1,000.00) Dollars each. The first payment of \$1,000.00 is
due June 18, 1977; the second payment of \$1,000.00 is due
December 18, 1977; the third and final payment of \$1,000.00 is
due and payable June 18, 1978. No interest is due unless there is
a default in which case interest will run at the rate of 8% per annum

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, on the western side of Old Grove Road

approximately 3 miles southwest of Greenville, and being shown as "Property of Mr. and Mrs. J. H. Ross as shown by plat thereof prepared by Alex A. Moss, Reg. C. E. & L. S. #1194, dated November 18, 1972, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an old iron pin on the western side of Old Grove Road at the joint front corner of property now or formerly of Huskey, and running thence S 78-31 W 200' to a new iron pin; thence N 13-14 W 76.6' to an old iron pin; thence N 71-52 E 199.6' to an old iron pin on the western side of Old Grove Road; thence along said western side of Old Grove Road, S 13-54 E 100' to an old iron pin, the point of beginning.

Being the same property conveyed to the grantors herein by deed of Bertha D. Bentley dated November 24, 1972, and recorded in Deed Book 961 at page 327.

ALSO ALL those certain pieces, parcels or tracts of land located approximately three miles southwest of City of Greenville, in Greenville County, SC, near the Old Grove Road, and being shown on plat entitled "Property of Mr. and Mrs. J. H. Ross", by Alex A. Moss, RLS, said plat being dated April 19, 1973, and said property being shown as Tract No. 2 and Tract No. 3 on said plat, and according to said plat Tract 2 being described as follows: BEGINNING at an iron pin 200' west of Old Grove Road at the southwest corner of Tract No. 1 on said plat and running thence S 78-31 W 41.5' to an iron pin; thence S 17-25 W 123.4' to an iron pin on line adjacent to property now or formerly of Stan Lee; thence S 77-20 W 42' to an iron pin; thence N 2-30 E 179.3' to an iron pin; thence N 71-52 E 98.3' to an iron pin; thence S 13-14 E 76.7' to the point of beginning.

ALSO ALL that piece parcel or lot of land as shown on the above described plat as Tract No. 3 and being more particularly described as follows: BEGINNING at an iron pin on the joint line with property now or formerly of Stan Lee and at the southwest corner of Tract No. 2 and running thence S 77-20 W 1,475.7' to an iron pin; thence N 5-12 E 140.4' to an iron pin; thence N 71-59 E 1,492.8' to an iron pin; thence S 1-43 E 103.9' to an iron pin; thence S 2-30 W 179.3' to the point of beginning.

Being the same property conveyed to the grantors herein by deed of Bertha D. Bentley dated April 23, 1973, and recorded in Deed Book 992 at page 111. *

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.

* This mortgage is second and junior in lien to mortgage in favor of South Carolina Federal Savings and Loan Association in the original amount of \$7,000.00 to be recorded herewith.

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