STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE



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

WHEREAS, WE. BARRY YATES AND WANDA YATES,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JERRY PRITCHETT AND JEANETTE PRITCHETT,

(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

as follows: \$500.00 cash on July 7, 1980, and \$50.00 per month beginning on August 7, 1980. There is no interest to be paid on this transaction. The \$50.00 per month payment will be applied to the principle each month.

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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, Township of Cleveland, containing 2.28 acres, more or less, and being a portion of tract deeded to Henry C. Johnson by Roy Johnson, February 8, 1965, and recorded in RMC Book 767 of Deeds, page 160 and further described by plat made by Carolina Survey & Mapping Company, February 20, 1974, as recorded in Book 4-0, page 207, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Duke Power Company's right-of-way which is S. 41 - 15 E. 621.4 feet from State Hwy. U. S. 276 and running thence with said Duke Power right- of - way N. 73 - 05 E. 376.3 feet to a point in the creek; thence up said creek as line S. 54 - 49 E. 300 feet to a point in said creek being the line of Henry C. Johnson; thence continuing with this line S. 70 - 43 W. 403.8 feet to an iron pin in the old line; thence with old line N. 54 - 00 W. 403.8 feet to an iron pin in the old line; thence with old line N. 54 - 00 W. 175.6 feet to an iron pin continuing with old said line N. 41 - 15 W. 124.4 feet to the beginning corner.

Derivation: Jerry Pritchett & Jeanette, Nov. 14, 1980.

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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 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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