STATE OF SOUTH CAROLINA SEP 1.1 3 39 PH 16

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, F. M. Lindsey,

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. E. Neill

in five (5) equal, annual installments of Ten Thousand (\$10,000.00) Dollars each, commencing on the 22ndday of August, 1984, and continuing on the same day and month of each year thereafter until said sum is paid in full

with interest thereon from the at the late of ten (10%) or centum per annum, to be paid annually. f. M. /

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has greated, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, Highland Township, on the waters of the South Tyger River and having the following metes and bounds, to-wit:

BEGINNING at an iron pin (formerly a dead white oak gone) on Lindsey line, and running thence, N. 86 E. 1495.2 feet to an iron pin; thence, N. 6-26 W. 1544.4 feet to a stake on top of Packs Mountain; thence, S. 68½ W. 735.24 feet to a stake on top of Packs Mountain; thence, S. 85 W. 141.22 feet to a stake on top of Packs Mountain; thence, S. 68 W. 426.36 feet to a stake on Packs Mountain; thence S. 63 W. 150.48 feet to a stake on top of said Packs Mountain; thence, S. 82 W. 234.96 feet to a stake on top of Packs Mountain; thence, S. 83 W. 295.02 feet to a stake on Packs Creek; thence down said creek following the meanders thereof as the line, 1735.8 feet to South Tyger River; thence down said River following the meanders thereof as a line, 1194.6 feet to a stake; thence, N. 27 E. 1293.6 feet to an iron pin (formerly a red oak); thence, N. 26 E. 6.40 feet to the beginning corner, being a portion of the William C. Crane land.

This is the same property conveyed to the mortgagor herein by deed of W. E. Neill dated August 22, 1983, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book  $\frac{1}{1}$ , at Page  $\frac{2}{1}$ .

fs)

Together with all and singular rights, members, herditaments, 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 thereform, 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.

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