

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GREENVILLE CO. S. C.
MAY 15 4 39 PM 1962

BOOK 890 PAGE 117

MORTGAGE OF REAL ESTATE

OLLIE B. BIRTH
TO ALL WHOM THESE PRESENTS MAY CONCERN
S. C.

WHEREAS, we Richard A. Waldrep and Erma K. Waldrep

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edward C. Hayden and Beatrice Smith Hayden

(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 forty-seven hundred and fifty dollars
Dollars (\$ 4750.00) due and payable

at the rate of \$50.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; with the right to anticipate payment in full at any time, the first payment to be due June 18, 1962 and the remaining payments to be due on the 18th day of each month thereafter until paid in full, with interest thereon from date at the rate of SIX per centum per annum, to be paid: monthly

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, and in Cleveland Township, on the Southeast side of Jones Gap Road near River Falls, and being a portion of the property shown on plat of property of C. L. Rodgers prepared by C. O. Riddle, Surveyor, September, 1952, and recorded in the R. M. C. Office for Greenville County in Plat Book CC at page 185, and described as follows:

BEGINNING at point in the center of the Jones Gap Road, at the corner of property now or formerly of C. L. Rodgers and running thence along the line of Rodgers, S. 28-19 W. 250 feet, more or less, to a point in line of property now or formerly of B. H. Bowen; thence along line of Bowen, N. 14-30 W. 60 feet, more or less, to a beech tree at corner of property now or formerly of Going; thence along the line of Going, N. 12-20 E. 240 feet, more or less, to a point in the center of the Jones Gap Road; thence with the center of Jones Gap Road in a southeasterly direction 85 feet, more or less, to the beginning corner.

ALSO: All that tract of land in Cleveland Township, Greenville County, S. C. on the northern and southern side of Jones Gap Road near River Falls and having according to plat of property of E. D. Going, prepared by J. C. Hill, dated Feb. 14, 1953, ~~xxx~~ and revised May 17, 1953, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the Jones Gap Road and running thence S. 28 W. 80 feet, more or less, along property now or formerly of Bowen to a three prong bass; thence continuing along the Bowen property S. 8-50 W. 120 feet to a 30 inch poplar; thence S. 20-30 E. 103 feet to a 24 inch beech; thence N. 12-20 E. 262 feet to a nail in cap in the Middle of Jones Gap road; thence along the center of said Jones Gap Road S. 40 E. 82.3 feet to a point; thence along the line now or formerly of Varner N. 15-45 E.

70 feet, more or less to the southern edge of the Middle Saluda River; thence along the southern edge of the Middle Saluda River in a northwesterly direction 25 feet, more or less, to a point in the center of a bridge road; thence along the center of said bridge road in a southwesterly direction 60 feet, more or less, to the point where the center of said bridge road intersects with the center of Jones Gap Road; thence along the center of the Jones Gap Road in a northwesterly direction ~~75~~ 75 feet, more or less, to the point of beginning, subject to the right-of way of Jones Gap Road and the bridge road.

ALSO all of our right title and interest to the use of the water that comes from the reservoir which was built by Mrs. H. T. Meeks together with all other rights to use the water and water facilities and/or the spring supplying said water facilities.

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.