

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, JACK P. OVERPECK and JULIA J. OVERPECK

(hereinafter referred to as Mortgagor) is well and truly indebted unto DOROTHY L. FOLGER

(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 **THIRTY-ONE THOUSAND FIVE HUNDRED and No/100-----**

-----Dollars (\$ 31,500.00) due and payable
in four (4) equal consecutive annual installments as set forth in
the note

with interest thereon from _____ date _____ at the rate of Seven (7) 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, on southern side of Beaver Dam Creek, some 2 miles west of Highway No. 25 and known formerly as the S. A. Barton Tract, and being more fully described according to plat of Dan E. Collins, Surveyor, dated September 4, 1965, reference to which is hereby made for a more complete and accurate description, and being thereon more fully described as follows, to wit:

BEGINNING on the northeastern corner, which point is also corner of Jane E. Gosnell and H. H. Lee; thence S 14 E 132 feet; thence S 37 E 701 feet; thence S 13-30 W 313 feet; thence S 16 W 314 feet; thence S 46-10 W 1518 feet; thence S 80 W 1831 feet; thence N 11-10 E appx. 1830 feet; thence N 55-45 E 549 feet; thence N 70-40 E 330 feet; thence S 80-30 E 723 feet; thence N 51-20 E 931 feet to point of BEGINNING, and containing 106.55 acres, more or less, and being bounded on the north by property of Jane E. Gosnell, east by property of H. H. Lee, south and southeast by John L. Chapman, and on the west by a tract containing 57.70 acres, as shown on said plat.

After each annual installment is paid by mortgagors to mortgagee, mortgagee agrees to release from the operation of this mortgage a tract of 15 acres of the land. The first releasal shall be along the southern most line of the property and any subsequent release shall be contiguous to prior released land. Tracts of land released each year shall be nearly equal in length and depth.



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.

1520-1923
0623

4328 RV-2