

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 1336 PAGE 539

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. Wayne Fowler and Mary Jane H. Fowler

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jake Payne and Grace M. Payne

(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 Nine Thousand and No/100-----

----- Dollars (\$ 9,000.00) due and payable

\$4,500.00 on January 5, 1976 and \$4,500.00 on January 5, 1977

due date only

with interest thereon from ~~1975~~ at the rate of eight per centum per annum, to be paid: on demand

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 new South Carolina Route 417, three miles, more or less, from Simpsonville and having, according to a plat prepared by T. H. Walker, Jr., July 13, 1968, and recorded in Plat Book YYY, Page 77, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of new South Carolina Route 417 at the joint front corner of property herein described and property of Goldie L. Kilgore and running thence with said Route N. 53-23 E. 456.8 feet to an iron pin in line of property now or formerly of W. M. Peace; thence with the line of said property, S. 39-17 E. 451.1 feet to an iron pin; thence continuing with the line of said property, N. 30-16 E. 116.16 feet to an iron pin in the line of other property of Mortgagees; thence with the line of said property, S. 25-00 E. 436.1 feet to an iron pin in line of property now or formerly of Alice H. Jones; thence with the line of said property, S. 55-30 W. 233.9 feet to an iron pin; thence N. 54-20 W. 864.6 feet to an iron pin on the southeasterly side of new South Carolina Route 417, the point of beginning.

This is the identical property conveyed to Mortgagors by Mortgagees on April 7, 1975 and to be recorded in the R. M. C. Office for Greenville County of even date herewith.



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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 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.

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