

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JUN 21 12 36 PM '77
BONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, JIMMY C. LANGSTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto James M. Latimer, Jr., Louise Latimer Boland and Austin C. Latimer

(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 FOUR THOUSAND FIVE HUNDRED AND NO/100-----

----- Dollars (\$ 34,500.00) due and payable
at the rate of Five Thousand Seven Hundred Fifty and No/100 (\$5,750.00), plus accrued interest on the 23rd day of June, 1977, and an equal amount, plus accrued interest, on the 23rd day of June each year thereafter until paid in full
with interest thereon from _____ date _____ at the rate of SIX _____ 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, in the City of Simpsonville, bounded on the North by property of Duke Power Company, on the East by Fairview Road, on the West by Highway No. 276 and on the South by property of Garrett and Garrett, being shown as a 1.03 acre tract and a 3.05 acre tract on a plat entitled "Property of J. M. and Ida Latimer", by C. O. Riddle, dated Jan. 18, 1973, and according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of U.S. Highway No. 276 frontage road, joint corner of a three acre tract of Garrett and Garrett, and running thence with said Highway, N. 36-00 W., 45.9 feet, S. 54-00 W., 15 feet and N. 36-00 W., 144 feet; thence with line of property of Duke Power Company, N. 47-31 E., 116.8 feet, N. 53-09 E., 139.2 feet, N. 67-22 E., 116.2 feet, N. 83-12 E., 221 feet to a point in Fairview Road; thence with said Fairview Road, S. 15-05 E., 420.1 feet to an iron pin; thence with line of Garrett and Garrett, N. 86-50 W., 510.2 feet to an iron pin, the point of beginning.

Mortgagees agree to subordinate, at their option, or release any portion of property from lien upon the payment of Fifteen Thousand(\$15,000.00) Dollars per acre at any time after January 1, 1977.

This is the identical property conveyed to the mortgagor by Deed of the mortgagees dated June 21, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1038 at page 281, and is given to secure a portion of the purchase price.



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.

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