

1392-610

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. 512 Poinsettia Dr. MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE S.C. 512 Poinsettia Dr. TO ALL WHOM THESE PRESENTS MAY CONCERN:

DORRIS S. TANKERSLEY
R.M.C.

WHEREAS, EUGENE ARNOLD and MARGIE B. ARNOLD

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. C. FERGUSON and LILA MAE FERGUSON

(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 -----

-----SIX THOUSAND AND NO/100 ----- Dollars (\$ 6,000.00) due and payable
in monthly installments of \$74.40 for a period of ten (10) years,

with interest thereon from _____ date _____ at the rate of 8 1/2% 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, being shown as Tract No. 4 on plat of property of FERGUSON ESTATES, prepared by J. L. Montgomery, III., R.L.S., dated April 5, 1976, and recorded in the RMC Office for Greenville County, in Plat Book 5-P at page 42, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point in the center of S. C. Highway No. 84, which point is located N. 70-40 E., 14.95 feet from iron pin on the Westerly edge of said road at the joint front corner of tracts Nos. 3 and 4 and running thence with the joint line of said tracts S. 70-40 W., 430.0 feet to a point; thence continuing with the joint line of said tracts S. 56-03 W., 526.2 feet to a point in line of property now or formerly of James Estate; thence N. 12-18 E., 415.00 feet to a point at the joint rear corner of Tracts Nos. 3 and 4; thence with the joint line of said tracts N. 72-17 E., 719.11 feet to a point in center of S. C. Highway No. 84, passing over iron pin 19.1 feet back on line; thence with the center line of said Highway S. 20-15 E., 200 feet to the beginning corner, containing, according to said plat, 4.47 acres, more or less.

Being the same property conveyed to the mortgagors herein by the mortgagees by deed of even date herewith to be recorded. See also Deed Volume 1044 at page 907.

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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 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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