

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James Weston Medlock

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Commercial Bank, Honea Path, South Carolina

(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 Fourteen Thousand and No/100----- Dollars (\$14,000.00) due and payable

in accordance with the terms and conditions of Note executed of even date

with interest thereon from date at the rate of 13½ per centum per annum, to be paid

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 Mortgagee 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, containing 122 acres, more or less, on the waters of Horse Creek, known as the Old Chandler Place, adjoining lands now or formerly of Joseph A. McCollough, Mrs. Tinie Austin, J. R. Cothran and others, and having the following metes and bounds, to-wit:

BEGINNING at a stake in branch, 3x; thence south 65 degrees west 26.30 chains to a Hickory; thence south 13 degrees west 9.40 chains to a stone on road, 3XOM; thence south 54 degrees 30 minutes east 11.40 chains to a stone, 3X; thence south 18 degrees east 20.50 chains to a stone 3X; thence north 65 degrees east 8.70 chains to a stone 3X; thence south 50 degrees east 2.50 chains to a stone, 3XNM; thence north Zero degrees 40 minutes east 41.60 chains to a branch, 3XNM; thence with meanderings of branch in a northerly direction to the beginning corner.

This is the identical property conveyed to Avery Medlock and Mary P. Medlock as joint tenants with right of survivorship as recorded in the RMC Office for Greenville County in Deed Book 614, Page 540, and the said Avery Medlock departed this life on or about January 4, 1960 in accordance with affidavits on record in the Probate Court for Greenville County, leaving Mary P. Medlock as sole survivor, and the said Mary P. Medlock died testate in accordance with records of the Probate Court for Greenville County in Apartment 855, File 11, and all her property interest was devised to James Weston Medlock.

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 Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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