

WARD & JOHNSON, P. A.  
HORTON, DRAWDY, BANK & COMPANY, INC. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED MORTGAGE OF REAL ESTATE VOL 1330 pg 460  
MAY 2 8 52 AM '84  
JULIANE S. TAMMERSLEY  
R.M.C.

WHEREAS, JOSEPH QUINCY COX

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. L. HENDERSON AND HELEN HENDERSON

(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  
Twenty-five Thousand and No/100 ----- Dollars (\$ 25,000.00 ) due and payable

as set forth in Promissory Note of even date, the terms and conditions of which are incorporated herein and made a part hereof

with interest thereon from date at the rate of 13% 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 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 and tract of land with all improvements now or hereafter located thereon containing 3.18 acres more or less located in the County of Greenville, State of South Carolina and being shown as Tract 5 on Plat of Property of Mrs. Buena H. Long made July 5, 1971 and having according to said plat the following description:

Beginning at an iron pin or point at a 20 foot easement leading from Fork Shoals Road across Tract 4 to Tract 5 as shown on said plat and running thence into -04W 209 feet to an iron pin corner with Tract 1, thence with a line of Tract 1 S83.47E 415.6 feet to an iron pin, corner with property now formerly of W. Lou Henderson, thence with Henderson line S6-12W 330 feet to an iron pin corner with Tract 4, thence with Tract 4 N78-53W 163.2 feet and N70-33W 212.8 feet to the point and place of beginning. This being a portion of property described and conveyed in deed of W. L. Long to Buena Hicks Long dated September 12, 1951 and recorded February 27, 1952 in the Greenville County R.M.C. Office in Deed Book 452 at page 127; said property being devised to Buena Hicks Long under Will of W. J. Long which is of record in the Greenville County Office of the Probate Judge at Apartment 766 File 21. This particular tract being devised to Thelma Ray Long under Will of Buena H. Long which is of record in the Office of the Probate Court for Greenville County, South Carolina at File 83-ES-23-00057 and later devised under the Will of the late Thelma Ray Long, deceased to the Grantee herein as would be reflected by the records of the said Greenville County Probate Court at File No. 83-ES-23-00090 together with all right, title and interest in and to the said 20 foot easement shown on said plat and referred to in deed from Buena Hicks Long to Marjorie Long Wilson dated March 30, 1983 and recorded in the Greenville County R.M.C. Office in Deed Book 1185 at page 724. This being the same property conveyed to Joseph Quincy Cox by deed from Joseph Quincy Cox, as Executor of the Estate of Thelma Long Cox, Deceased as dated March 6, 1984 and recorded March 7, 1984 in the Greenville County RMC Office in Deed Book 1207 at page 647.

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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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