P.O. BY 2464, D'WE & BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., SUITE 15, 1700 E. NORTHST., GREENVILLE, S.C. 29602 VOL 1677 PAGE 363 MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

 $_{\rm CU}$   $^{100}$  Mortgage of real estate TO ALL WHOM THESE PRESENTS MAY CONCERN:

ANDRE C. POOL and VIRGINIA J. POOL WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto KENNETH W. MOORE and JOYCE C. MOORE

(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 Nine Thousand Eight Hundred Forty Seven and 50/100-- Dollars (\$39,847.50 ) due and payable

with interest thereon from

at the rate of Ten (10%) per centum per annum, to be paid: as provided

in said Note WHEREAS, the Mortgagor may bereafter 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 Mortgagoe 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 Mortgager 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, bargamed, 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 unprovements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

All that certain piece, parcel or tract of land, located, lying and being near Tigerville, in Greenville County, South Carolina, containing 48.3 acres, more or less, as shown on survey entitled "Property of Andre C. and Virginia J. Pool", dated July 23, 1984, prepared by Kermit T. Gould, recorded in the RMC Office for Greenville County in Plat Book 10 th at Page 74, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in the center of a road to Tigerville, at the joint front corner of the within tract and a tract belonging now or formerly to George A. Barton, and at the point at which said road intersects with an unnamed road and running thence along the center of said unnamed road, S. 61-43 E., 999.42 feet to an old iron pin at or near a 24 inch pine; thence N. 64-00 E., 598.93 feet to an old iron pin; thence N. 20-00 E., 255.4 feet to a new iron pin; thence N. 6-00 E., 82.5 feet to a new iron pin; thence N. 12-00 W., 152.46 feet to a point; thence N. 82-40 E., 156.5 feet to a point; thence N. 60-21 E., 70 feet to a point; thence N. 21-26 E., 110 feet to a point; thence S. 88-34 E., 253 feet to a point near a 48 inch poplar; thence N. 1-26 E., 100 feet to a point in or near the North Tiger River; thence, along the centerline of the North Tiger River, which is the property line, the following traverses and distances, N. 39-40 W., 122.6 feet, N. 14-30 E., 243.7 feet, N. 13-02 E., 237.9 feet and N. 7-04 E., 344.4 feet to a new iron pin at or near a creek; thence, along said creek, the centerline of which is the property line, the following traverses and distances, N. 46-10 W., 84.0 feet, N. 54-20 W., 157.5 feet, N. 67-11 W., 164.9 feet and N. 37-09 W., 57.1 feet to an old iron pin at the top of a bank of a ditch at the corner of the within tract and property now or formerly belonging to Stephen A. Sylvia C. Danielson; thence S. 45-38 W., 151.8 feet to an old iron pin; thence S. 49-07 W., 887.4 feet to a point in the line of property now or formerly of Kenneth W. and Joyce W. Moore; thence S. 28-49 E., 300 feet to a point; thence S. 0-41 W., 82.5 feet to a point near a gulley; thence S. 73-25 W., 129.5 feet to a point; thence S. 38-21 W., 100 feet to a point; thence S. 42-40 W., 95.6 feet to a point; thence S. 79-59 W., 844.2 feet to a railroad spike in the center of an unnamed road to Tigerville; thence, along the center of said road, S. 1-27 W., 76.1 feet to a point; thence S. 6-02 W., 250.2 feet to a point and S. 14-59 W., 73.8 feet to a railroad spike in the center of said road, the point and place of beginning.

This being the same property conveyed to the Mortgagor herein by Deed of Kenneth W. and Joyce C. Koore, recorded in the RMC Office for Greenville County in Deed Book 13/9 at Page 34/3 on August 14/9, 1984.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way incident or appertaining, and all of the reats, issues, and profits which may arme or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fated thereto in any manaer; it leasy the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and sungular the said premises unto the Mortgagee, its heirs, successors and assigns, forever,

The Modgagor covenants that it is lawfully seared of the premises heireinabove 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 therein. The Mortgagor further concusaits to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever hafully claiming the same or any part thereof

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