BOOK 856 PARK 359

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, I, Riley Pendergrass

(hereinafter referred to as Mortgagor) is well and truly indebted unto F. B. Pinson

(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 fifteen hundred dollars (\$1500.00)

at the rate of \$120.00 each quarter hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due July 29, 1961, and the remaining payments to be due every three months thereafter until paid in full,

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

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, and in Austin Township, containing 45.23 acres, more or less, and having according to a plat of same recorded in the R. M. C. Office for Greenville County in Plat Book C at page 251, the following metes and bounds:

DEGINNING at an iron pin on the eastern bank of Laurel Creek, corner of property of Conestee Manufacturing Company, and running thence with the line of said property, S. 58-20 E. 657.2 feet to iron pin; thence S. 28-20 E. 316.3 feet to iron pin, corner of R. L. Foster property; thence along the line of Anderson Ashmore, N. 61-03 E. 569.5 feet to iron pin; thence N. 59-56 E. 1046.5 feet to iron pin, corner of property of Wm. Henderson; thence with the line of said property N. 5-51 W. 676.5 feet to a pin on Laurel Creek; thence down the meanders of Laurel Creek as the line, the said meanders having the following courses: S. 54-12 W. 379.0 feet; N. 89-21 W. 214 feet; N. 70-W. 101 feet; S. 88-28 W. 646.7 feet; S. 86-59 W. 438.3 feet; S. 22-47 W. 470 feet; S. 36-37 W. 245 feet; S. 50-10 W. 166 feet to the beginning corner.

This is a second mortgage and junior in lien to that held by the mortgagee which is recorded in Volume 322, at page 201. It is not the intention of the parties hereto that said mortgages shall merge and the first said mortgage shall remain in full force and effect.

Together with all and singular rights, members, herditaments, 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 thereform, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Witness-Nannie E. Pinson R. E. Eox Paid in full Jan. 29, 1964.

EATISFIED AND CANCELLED OF RECORD

21 DAY OF GARLIARY 1966

Ollie Farmsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT (0:430 CLOCK A. M. NO. 21432