

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE - Manning Foster, Ashworth & Brissett, Attorneys at Law, Justice Building, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE EARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, C. B. DEMPSEY AND MARIE J. DEMPSEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. S. FOX

(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

\$120.00 on September 1, 1969 which shall represent interest for the first three (3) months; the first regular payment to be due October 1, 1969 and the first day of each month subsequent thereto for a period of six (6) years or until paid in full in the amount of \$105.20, payments to be applied first to interest, balance to Principal with interest thereon from date at the rate of eight 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, Chick Springs Township, on State Park Road, and having the following metes and bounds:

BEGINNING at an iron pin on State Park Road, corner of other land of Rena L. Perry and Carl E. Perry and running thence with the center of said Road, N. 27-45 E., 130.3 feet to bend; thence still with said Road, N. 27-30 E., 469.7 feet to an iron pin; thence S. 51-50 E., 207.2 feet to stake; thence S. 37 E., 226.4 feet to stake; thence S. 15-30 E., 165 feet to an iron pin; thence S. 42-10 W., 82.5 feet to an iron pin; thence S. 55-30 W., 70 feet to an iron pin; thence S. 48-30 W., 300 feet to an iron pin; thence N. 49-30 W., 368.5 feet to the beginning corner, containing 6.66 acres, more or less, less those portions totaling three (3) acres, more or less, conveyed out by deeds recorded in the R. M. C. Office for Greenville County in Deed Books 661, Page 124, Deed Book 737, Page 413 and Deed Book 737, Page 419.

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 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.

*Paid in full and satisfied this 27th day of Jan. 1971
C. S. Fox*