

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1167 PAGE 09

MORTGAGE OF REAL ESTATE

SEP 18 11:21 AM '70

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, Phillip Glenn Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ernest B. & Helen H. Kellogg

(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

Four Thousand & No/100 - - - - - Dollars (\$ 4,000.00 - -) due and payable in four annual installments of One Thousand & No/100 (\$1,000.00) plus six per cent interest on unpaid balance. Payments to be made on or before January first each year, beginning January 1, 1971

with interest thereon from date at the rate of Six per centum per annum, to be paid: annually on balance of principal and any past due interest.

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, Glassy Mountain Township, described as follows:

Beginning at a point in Mill Creek at Talmage Stewart line and running with Stewart line North 69-15 East 800 feet to an old stone marker in Pitman line; thence with Pitman line South 40-00 East 737 feet to an old iron pin; thence South 74-10 East 513 feet to an oak stump; thence South 28-17 East 58 feet to the creek; thence with the creek the line, 79-45 West 76 feet; South 19-15 West 92 feet; South 42-40 West 150 feet; South 10-10 West 20 feet; thence with a ditch and Tallent line North 86-05 West 148 feet to an iron pin; thence South 69-15 West 190 feet to an iron pin; South 73-10 West 200 feet to an iron pin; thence North 16-05 West 128 feet to an iron pin; thence South 69-15 West 350 feet to Mill Creek (passing an iron pin at 50 feet from point in creek); thence with Mill Creek the line North 42-30 West 145 feet; thence North 35-15 West 700 feet; thence North 2-40 East 100 feet; thence North 34-10 West 100 feet to beginning.

The property described herein is all of the same conveyed by Ernest B. Kellogg and Helen H. Kellogg to Phillip Glenn Smith by deed dated September 15, 1970.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 4 PAGE 560

SATISFIED AND CANCELLED OF RECORD

Ollie Farnsworth Jan 19 72

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

AT 1:33 O'CLOCK P. M. NO. 18371