

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S. C.

OCT 23 12 39 PM 1970

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

PURCHASE MONEY MORTGAGE

WHEREAS, JOHN K. EARLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARY J. ELEAZOR REYNOLDS

(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 Two Thousand, Five Hundred and No/100

Dollars (\$ 22,500.00) due and payable

in four equal annual installments of \$5,625.00, beginning October 23, 1971;

(The borrower reserves the right to prepay this mortgage in full prior to maturity without penalty.)

with interest thereon from date at the rate of six (6%) per centum per annum, to be paid: annually

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, in Gantt Township, being known and designated as Tract No. 1 in the division of the estate of Lemuel Davis as shown by plat and survey of W. J. Riddle, November, 1944, recorded in the RMC Office for Greenville County in Plat Book P at Page 23, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the corner of property now or formerly owned by Theodore Batson and Jonah Tripp, and running thence S. 85-55 E. 672 feet to an iron pin; thence N. 20-15 E. 842 feet to a stake, corner of Tract No. 6 of the Lemuel Davis estate; thence along line of Tract No. 6 N. 66-15 W. 122.3 feet to a point; thence along the line of Tract No. 6 N. 44-45 E. 180 feet to a stake in the line of Tract No. 6 at the corner of Tract No. 2; thence along the line of Tract No. 2 S. 83-00 W. 913 feet to a point in the line of property now or formerly of Luther Batson; thence along the Batson line S. 4-15 W. 805 feet to the beginning corner, and containing fifteen (15) acres, more or less.

This mortgage is given to secure a portion of the purchase price for the above described property.

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.