

STATE OF SOUTH CAROLINA

JUL 7 10 39 AM '78

COUNTY OF Greenville

JOHNIE S. TANKERSLEY  
R.F.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Billy Milton Masters

(hereinafter referred to as Mortgagor) is well and truly indebted unto James T. Masters and Mary W. Masters

(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 Thirteen Thousand Seven Hundred Seventy and No/100 (\$13,770.00) ----- Dollars \$ X) due and payable

in equal annual instalments of Fifteen Hundred (\$1,500.00) Dollars each, commencing on the 1st day of August, 1979, and on the 1st day of August of each and every year thereafter until paid in full,

with interest thereon from date at the rate of nine 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, Grove Township, and being more particularly described according to a plat entitled "Survey for Billy Milton Masters" dated July 21, 1978, and prepared by Carolina Surveying Company, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-P, page 79, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of John Preston Road, which nail and cap is approximately 1,309.4 feet from the intersection of Sandy Springs Road and John Preston Road; and running thence S. 84-33 E, 124.9 feet to an iron pin; thence along the common line of the property of the grantee and James E. Burger S. 13-37 W. 919.8 feet to an iron pin; thence N. 81-51 W. 816.8 feet to an iron pin; thence running with the common line of property of the grantor and grantee N. 1-15 E. 450.5 feet to an iron pin on the southern side of John Preston Road; thence N. 1-15 E. 25 feet to a nail and cap in the center of John Preston Road; thence running with the center of John Preston Road N. 88-46 E. 335 feet to a point; thence continuing with the center of John Preston Road as the line N. 68-58 E. 134.8 feet to a nail and cap; thence continuing with center of said road as said line N. 46-14 E. 305.4 feet to a nail and cap; thence continuing with the center of said road as the line N. 77-10 E. 214.6 feet to a nail and cap, the point of beginning, and containing 13.77 acres.

This is the same property conveyed to Billy Milton Masters, mortgagor, by deed from Annelle R. Cole and Frank Cole, dated July 21, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deeds Volume 1083, page 659. This mortgage is junior and inferior to said mortgage in favor of Annelle R. Cole and Frank Cole, said mortgage being recorded in the RMC Office for Greenville County, S. C. in Mortgages Vol. 1438, page 997, on July 24, 1978.

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 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.

REC'D  
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