

LAW OFFICES OF BRISSEY, LATHAN, BOYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA  
MORTGAGE OF REAL ESTATE GREENVILLE CO. S. C.

1456 4849

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

NOV 1 3 56 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, P. Walker Garrison and Joan G. Garrison

(hereinafter referred to as Mortgagor) is well and truly indebted unto John Deere Company, by which Guaranty Agreement P. Walker Garrison and Joan G. Garrison ("the Mortgagors") have guaranteed all obligations of Lawn and Leisure of Greenville, Inc. to John Deere Company under Dealer Agreement dated the 20th day of April, 1979. This Mortgage secures the obligations of the Mortgagors under such Guaranty Agreement up to the amount of FIFTY THOUSAND (\$ 50,000.00) DOLLARS. The said Guaranty Agreement is herein referred to as "said Note". Said Note previously secured by mortgage recorded in the R.M.C. Office for Greenville County in Mortgage Book 1470 at Page 490. This Mortgage is given as a substitution security agreement securing said Note.

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, the Mortgagee's heirs, 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 being shown and designated as Lot No. 44 of Cunningham Acres as shown on a plat thereof prepared by C. O. Riddle, R.L.S. and dated March, 1966, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book BBB at Page 118, reference to which is hereby craved for a metes and bounds description of said property.

THIS being the same property as conveyed to the Mortgagors herein by deed of Shirley S. Kern and being recorded in the R.M.C. Office for Greenville County in Deed Book 1114 at Page 774 on November , 1979.

THE address of the Mortgagee herein is: Deere Road, Conyers, Georgia 30207.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
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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 fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

4.0001 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.

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