

JAMES D. MCKINNEY, JR.  
ATTORNEY - AT - LAW

MORTGAGE OF REAL ESTATE -

Address of mortgagee:

Box 212  
Route 3  
Landrum, S. C. 29356

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

ED  
S. C.

MORTGAGE OF REAL ESTATE

BOOK 1573 PAGE 374

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 13 PM '82

WHEREAS, I, Sam Pierce

(hereinafter referred to as Mortgagor) is well and truly indebted unto Talmadge L. Pierce

(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 fifteen thousand and no/100-----

----- Dollars (\$15,000.00 ) due and payable at the rate of \$300.00 per month hereafter until paid in full, payments to be applied first to interest and the balance to principal; the first payment to be due July 18, 1982 and the remaining payments to be due on the 18th day of each and every month thereafter until paid in full,

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, and in Glassy Mountain Township, containing 21.36 acres according to plat entitled Talmadge Pierce and Joan Turbyfill, prepared by Sam T. Marlowe and Associates, Inc., Columbus, N. C., August 25, 1977, said property being designated as Tract 2 on said plat, and said property having the following metes and bounds:

BEGINNING at NIR in center of Oak Grove Road ( with axle on line 28.35 feet from point of beginning ) and running thence from said NIR, S. 45-42 W. 1536.42 feet to NIP; thence N. 83-45 W. 16.54 feet to NIP; thence N. 23-39' 20" W. 666.18 feet to NIP; thence N. 20-22' W. 219.10 feet to stone; thence N. 65-26' 10" E. 1481.77 feet to NIP in center of Oak Grove Road; thence with the center of Oak Grove Road, S. 17-15' 30" E. 377.31 feet to the point of beginning.

The above described property is the major portion of Lot No. 5 as shown on plat of Property of James D. Pierce recorded in the R. M. C. Office for Greenville County in Plat Book SSS at pages 606 and 607. Said lot No. 5 was a part of the property devised to Talmadge L. Pierce by James L. Pierce, whose will is on file in the Office of the Probate Court for Greenville County in Apt. 1456, File 13. James L. Pierce died January 29, 1977.

This is a purchase money mortgage and the above described property is the same property conveyed this date by the mortgagee to the mortgagor by deed to be recorded herewith.

DOCUMENTARY STAMP  
JUL 13 1982

400 8 41201801

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.

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