FILED GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Green

AUG 8 4 44 PM 1968

STATE OF SOUTH CAROLINA COUNTY OF R. M.C.

NA DELIBERARISMORTH MORTGAGE OF REAL ESTATE

To All **Mhom These Presents May Concern**:

Joyce W. and Jack B. Pendarvis Whereas:

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank, Simpsonville, S. C.

(hereinafter referred to as Mortgages) 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 Thousand and No/100 -----Dollars (\$ 20,000.00) due and payable

at the rate of Five Hundred and No/100 (\$500.00) Dollars quarterly

plus Maxinterest thereon from date at the rate of --- 62 --- per centum per annum to be paid: Quarterly

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, Austin/Fairview Townships, located on the south side of Georgia Road and on the west side of Rocky Creek, adjoining lands now or formerly of the Estate of J. W. Cash, lands now or formerly of Dee Fowler, Mrs. Pearle R. Daniel, with metes and bounds, to-wit:

BEGINNING at a point in the center of Georgia Road, which point is located a short distance northeast of the intersection of the old and new Georgia Road and running thence S. 40-46 E. 174.2 feet to a point; thence N. 52-30 E. 65 feet to a stone; thence along property now or formerly of J. W. Cash, S. 43 E. 1924 feet to a stake, now or formerly Mrs. Daniel's corner (formerly owned by J. F. Richardson); thence N. 78-45 E. 200 feet to the center of Rocky Creek; thence up the center of the creek as the line (courses and distances listed on the eastern bank) as follows: N. 28 W. 201 feet to bend; thence N. 43-30 W. 400 feet to bend; thence N. 40-30 W. 347 feet to bend; thence N. 48-30 W. 339 feet to bend; thence N. 76-45 W. 94.5 feet to point in the center of the creek--Dee Fowler's corner; thence still up to point in the center of the creek--Dee Fowler's corner; thence still up the creek as the line (courses and distances listed on the eastern bank of creek) N. 46 W. 150 feet to bend; thence N. 81 W. 84 feet to bend; thence N. 31-45 W. 248 feet to bend; thence N. 2 E. 81 feet to bend; thence N. 31 W. 301 feet to a point in the center of the bridge, Georgia Road; thence along said Road S. 85 W. 196.5 feet to bend; thence S. 35 W. 193 feet to the beginning corner, containing 10 acres, more or less, according to plat of survey made by W. J. Riddle, Surveyor, March 9, 1943.

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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