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STATE OF SOUTH CAROLINATES 27 11 53 M 170 COUNTY OF GREENVILLDLUIE FARNSWORTH

MORTGAGE OF REAL' ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, WE, PRESTON S. MARCHANT and DOROTHY W. MARCHANT

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES M. GILFILLIN, JR.

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(hersinafter referred to as Merigagee) as evidenced by the Mortgager's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the num of

with interest thereon from date at the rate of EIGHT per centum per annum, to be paid at maturity.

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also to consideration of the further sum of Three Dollars (83.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, 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, Butler Township, containing 78 acres, more or less, having the following courses and distances, to-wit:

BEGINNING at the corner of property of F, E, Hood and C, D, Hood, formerly belonging to Cunningham and running thence with said line N, 74-00 E, 5,35 chains to an iron pin; thence N, 82-1/2 E, 4,00 chains to the junction of a ditch and a branch; thence S, 13 W, 1,10 chains to a stone in the branch; thence with land now or formerly belonging to James Hudson, N, 77 E, 27,40 chains to a rock; thence N, 4-50 to a poplar stump; thence S, 82-00 E, 4,50 chains to a black gum on old creek run now or formerly belonging-to Earle Painter; thence with old creek run 11,40 chains to Brush Creek and land now or formerly belonging to David Holtzolaw; thence up the meanders of said branch of creek to a point 1,50 chains in an easterly direction from the junction of BrushyCreek and a branch also the dividing line of lands of C, D, Hood and F, E, Hood; thence S, 42-1/2 E, 18,80 chains to the point of beginning.

<u>LESS, HOWEVER</u>, a total of 26.11 acres, situate on the West side of Marchant Road, heretofore conveyed to <u>Threatt-Maxwell Enterprises</u> by deed recorded June 4, 1968, in Deed Book 845 at page 399.

ALSO, all that certain piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in Butler Township, Greenville County, South Carolina, containing 18.31 acres, more or less, on the East side of a county road known as the Marchant Road lying North of a road known as Hudson Road, and having according to a plat of property of Preston S. Marchant, prepared by J. C. Hill, L.S., dated October 23, 1950, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book Z, at Page 154, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of a County road known as the Marchant Road, at the Southwest corner of property of P.S. Marchant; thence along the said Marchant line N. 77-00 E. 1496 feet to an iron pin; thence along the line of property now or formerly belonging to Grover L. Jones, S. 31-30 W. 953.9 feet to an iron pin; thence continuing along said property line S. 78-15 W. 816.4 feet to an iron pin on the Eastern edge of the said Marchant Road; thence with the Eastern edge of the said Marchant Road as the line, the following courses and distances, to-wit: N. 2-20 W. 44.5 feet to an iron pin; N. 20-00 W. 177.5 feet to an iron pin; N. 18-15 W. 140.1 feet to an iron pin; thence N. 4-00 W. 317.5 feet to an iron pin; point of beginning.

ALSO, all the right, title and interest of the Mortgagors in and to that portion of the County Road sometimes called the Marchant Road abutting upon the above described tract on the Western end

This is a second and junior mortgage to that given by the Mortgagors herein to Southern Bank and Trust Company, which mortgage is recorded in the R.M.C. Office for Greenville County, South Carolina, in R.E.M. Book 1123 at page 615.

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 Mortgageo, its heirs, successors and assigns, forever

The Mortgagor covenants that it is lawfully solzed of the premises hereinabove described in fee simple absolute, that it has good right and it 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

Paid in full Aug. 6, 1970. James M. Gilfillin Jr. Witness John G. Cheros

SATISFIED AND CANCELLED OF RECORD

LIAY OF Cang 1970

CHU FARNSWORTH

R. M. C. FOR GREENVILLE LOUNTY, S. C.

AT 11:43 O'CLOCK A. M. NO. 2989