

FILED

BOOK 1168 PAGE 143

HORTON, DRAWDY, DILLARD, GREENVILLE, S. C. & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

SEP 30 9 34 AM '70

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

OLLIE FARNSWORTH TO ALL WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, Jack D. Sloan, Jr. and Ray D. Hawkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Billy R. Dill and Emmett V. Beemer

(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

Fifty Thousand and 00/100 ----- Dollars (\$ 50,000.00) due and payable

in accordance with the terms and conditions of a note or notes which this mortgage secures of even date herewith, incorporated herein by reference and made a part hereof as more fully set forth.

with interest thereon from date at the rate of five per centum per annum, to be paid: as aforesaid

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 piece, parcel or lot of land together with buildings and improvements thereon, situate, lying and being on the northeastern side of Chicora Drive (an unopened street) between Edgemont Avenue and South Carolina Highway #253 in Greenville County, South Carolina, being shown as a portion of the property of Billy R. Dill on a plat made by Jones Engineering Services dated November 7, 1967, revised January 7, 1969, and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4E, page 55, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Chicora Drive (said iron pin being located N. 43-02 W. 92.5 feet from an iron pin on said side of Edgemont Avenue at the corner of property now or formerly owned by Woodlief), and running thence along side of Chicora Drive N. 43-02 W. 300 feet to an iron pin; thence N. 46-58 E. 175 feet to an iron pin; thence S. 43-02 E. 300 feet to an iron pin; thence S. 46-58 W. 175 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the mortgagors by the mortgagees by deed of even date herewith, this being a purchase money mortgage.

Together with all and singular rights, members, hereditaments, 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.