

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE Greenville

RECORDED
JUN 11 11 23 AM '71
OLLIE FARNSWORTH
R.M.C.

BOOK 1193 PAGE 233

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Richard Mitchell
(hereinafter referred to as Mortgagor), is well and truly indebted unto J.G. Yeargin

(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 Twenty-Six Thousand Six Hundred & 00/100---

at the rate of \$200.00 per month beginning July 1, 1971 and continuing thereafter on the 1st day of each and every month; interest at the rate of 5% to be paid yearly in addition to the above principal payments; with the privilege to anticipate payment in full without penalty at any time; balance of principal due and payable 5 years from date. The above yearly interest payment will be computed on the balance of the unpaid principal with interest accrued from date at the rate of five per centum per annum, to be paid yearly.

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, on the northern side of Pelham Road, said property containing 43.60 acres according to plat entitled "Property of Margaret B. Stroud and Virginia Stroud Nuttycombe", said plat being recorded in Plat Book MMM at Page 129 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake in Pelham Road, said stake being S 23-37 W 19 feet from an iron pin on the northern side of Pelham Road, joint corner of the within property and that now or formerly of Andy Griffin and running thence with the Griffin line N 23-37 E 1618 feet to a stone, common corner of the within property and that now or formerly of E. J. DeCamp and running thence with the DeCamp line S 60-50 E 1443 feet to a stone, common corner of the within property and that now or formerly of Cleve Greer and running thence with the Greer line and the line of the property now or formerly of the Trapier Estate S 34-55 W 1320 feet to a stake on Pelham Road; thence with said Road N 77-40 W 547 feet to a stake in Pelham Road; thence continuing with said Road N 74-00 W 635 feet to stake in Pelham Road, the point of beginning, said tract containing 43.60 acres and being that same property conveyed to mortgagor herein by J.G. Yeargin by deed dated May 28th, 1966 and recorded May 30th, 1966 in Book 799 of Deeds, page 226, R. M. C. Greenville County.

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.