

MORTGAGE OF REAL ESTATE—Office of the Clerk of Court, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

DEC 17 10 54 AM '71

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 1216 PAGE 649

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. L. Rogers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lloyd C. Dixon, Betty D. Howard and Claire D. Cash

(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 Three Thousand Five Hundred and No/100 Dollars Dollars (\$ 3,500.00) due and payable

monthly installments of \$70.00 beginning on January 1, 1972 and continuing on the same day of each month thereafter until paid in full; said payments to be applied first to the interest and the balance to principal;

with interest thereon from date at the rate of 7 % 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

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina on the eastern side of the Middle Tyger River and on the western side of Nodine Road, being shown on the plat prepared by Terry T. Dill, Reg. L.S., dated October 1, 1971 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin at a large White Oak on the east bank of the Middle Tyger River and running thence S. 71-00 E. 714 feet to an iron pin at a stone; thence N. 66-00 E. 410 feet to an iron pin on the western side of Nodine Road; thence S. 84-50 E. 25 feet to a point in the center of said road; thence with the center of said road S. 23-50 E. 182 feet to a point; thence continuing with the center of said road S. 14-00 E. 256 feet to a point; thence leaving the center of said road S. 76-00 W. 769 feet to a beech tree; thence S. 70-15 W. 277 feet to an iron pin; thence S. 42-30 W. 265 feet to an iron pin; thence N. 60-15 W. 357 feet to an iron pin on the east bank of the Middle Tyger River; thence with the center line of said river as the line N. 23-00 E. 330 feet to an iron pin; thence continuing with the center line of said river N. 18-00 E. 500 feet to an iron pin.

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.