FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA 2 33 PH '71 COUNTY OF GREENVILLE JAN

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS.

I, Harry Jones, of Greenville County,

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

Patrick H. Grayson, Jr.

(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 Thousand and No/100--- ----- -- Dollars (\$ 20,000.00) due and payable Four Thousand and No/100 - (\$ 4,000.00) Dollars on the 15th day of June, 1974 and Four Thousand and No/100 - (\$ 4,000.00) Dollars on the anniversary date each year until the principal debt has been paid in full, with the right to prepay this mortgage in full or in part at any time without penalty, with interest thereon from

per centum per annum, to be paid: annually at the rate of

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 in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract No. 6 as shown on a plat entitled "Estate of Mary Pack Miller" prepared by C. O. Riddle, R. L. S., dated July, 1966 and said plat being recorded in the R. M. C. Office for Greenville County in Plat Book PPP at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the western side of Miller Road at the joint front corner of Lots 5 and 6 and running thence along the lines of Lots 5 and 6, N. 79-32 W. 533.4 feet to an iron pin on the northeastern side of Oak Forest Drive; thence with the northeastern side of Oak Forest Drive, S. 31-33 E. 489 feet to an iron pin; thence continuing with the northeastern side of Oak Forest Drive, the following courses and distances, to-wit: S. 41-38 E. 100 feet to an iron pin and S. 54-27 E. 104.15 feet to an iron pin; running thence N 20-46 E. 120.75 feet to an iron pin; running thence N. 31-27 E. 65.1 feet to an iron pin; running thence N. 13-53 E. 90.15 feet to an iron pin on the western side of Miller Road; thence with the western side of Miller Road, N. 5-38 E. 200.8 feet to the point of beginning and containing 3.45 acres; being the same conveyed to me by Patrick H. Grayson, Jr. by deed of even date, to be recorded herewith."

This is a second mortgage and is junior in lien to that mortgage executed to Rockwood Enterprises. Inc. in the original sum of \$15,000.00, recorded in the R. M. C. Office for Greenville County in Mortgage Book 1281, at Page 847, which mortgage has been assigned by Rockwood Enterprises, Inc. to W. R. Woods and J. Mack Woods, recorded in the R. M. C. Office for Greenville County in Mortgage Book 1285, at Page 335.



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 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 foreyer 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.