COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

COMME S.TO MERSITO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, G. Sidney Garrett and Ben W. Garrett

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

Frances S. McDowell

(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

--Thirty Three Thousand and No/100------ Dollars (\$33,000.00--) due and payable

in equal monthly payments of Four Hundred and 38/100 (\$400.38) Dollars each commencing on the 1st day of September, 1974, and on the same date of each successive month thereafter for a period of ten (10) years until paid in full

with interest thereon from date at the rate of 8%--- 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, being shown and designated as 24.43 acres on a plat entitled "Property of G. Sidney Garrett and Ben W. Garrett" near Fountain Inn, prepared by T. H. Walker, Jr., R.L.S., dated July 13, 1974, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin in the edge of South Carolina Highway #418, said point being the joint corner with W. R. Goodwin and running thence along the edge of S. C. Highway #418 S. 4-24 E. 365.6 ft. to an iron pin; thence along the joint property line of John B. Armstrong S. 55-12 W. 1,331.8 ft. to an iron pin; thence along the joint property line of C. P. Eskew, N. 84-01 W. 197.2 ft. to an iron pin; thence along the joint property line of M. W. Garrett, N. 16-04 W. 846.3 ft. to an iron pin in the edge of Road S-23-651; thence along the edge of said Road the following courses and distances N. 72-12 E. 225 ft. to an iron pin; N. 73-47 E. 90 ft. to an iron pin; N. 74-21 E. 1,073.9 ft. to an iron pin; thence leaving said Road and running along the joint property line of W. R. Goodwin, S. 7-35 E. 113.6 ft. to an iron pin; thence continuing along the joint property line of W. R. Goodwin N. 82-25 E. 148.2 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of even date herewith.

The Mortgagee hereby agrees that the Mortgagors shall have the right to pre-payment in full. This right cannot be exercised before August 16, 1975. The Mortgagee further agrees to release portions of the above described property on the basis of \$1500.00 per acre.



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 thereform, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

1328 RV-2

0

٩Ď

0.