MORIGAGE - INDIVIDUAL FORM -1 3 JOHN M. DULLARD, P.A., GREENVILLE, S. C.

222 1353 PAGE 487

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

FRANCOISE M. G. NOE

GUYON E. WHITTEN, JR. and M. SUE COOK WHITTEN thereinafter referred to as Mortgagor) is well and truly indebted unto

(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 Nine Thousand and no/100ths -----

---- Dollars (\$ 9,000.00 I due and payable

as set forth in said note,

per centum per annum, to be paid: monthly. with interest thereon from date 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 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 those pieces, parcels or lots of land situate, lying and being in Greenville County, South Carolina, being known and designated as Lots Nos. 44, 45 and 46 on a plat of PROPERTY OF MRS. RENA RICE GEER, BLYTHE SHOALS LOTS, made by Dalton & Neves, dated July, 1939, and recorded in Plat Book K, page 38, RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Blythe Shoals Road at the corner of the intersection with a county road (said iron pin being the westerlymost corner of Lot No. 46) and running thence along the easterly side of Blythe Shoals Road, N. 42 E., 84 feet to an iron pin; thence continuing along Blythe Shoals Road, N. 56-45 E., 88.5 feet to an iron pin; thence continuing along Blythe Shoals Road in a northeasterly direction 80 feet to an iron pin; thence continuing along Blythe Shoals Road, N. 73-30 E., 76 feet to an iron pin at the joint corner of Lots Nos. 45 and 46; thence continuing along Blythe Shoals Road, N. 73-30 E., 150 feet to an iron pin at the joint corner of Lots Nos. 44 and 45; thence with the southerly side of a county road, S. 84 E., 150 feet to an iron pin on the western side of a county road; thence along the western side of said county road, S. 5-30 E., 169 feet to an iron pin; thence along the northern side of a county road, N. 86-30 W., 150 feet to an iron pin at the joint corner of Lots Nos. 44 and 45; thence continuing along said county road, N. 86-30 W., 15.8 feet to an iron pin; thence continuing along said county road, S. 83-45 W., 134.2 feet to an iron pin at the joint corner of Lots Nos. 45 and 46; thence continuing along said county road, S. 83-45 W., 275.5 feet to the point of beginning on the eastern side of Blythe Shoals Road.

ALSO: ALL those pieces, parcels or los of land situate, lying and being in Greenville County, State of South Carolina, being shown and designated as Lots Nos. 94 and 95 on the abovementioned plat of PROPERTY OF MRS. RENA RICE GEER, recorded in Plat Book K, page 38, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of Lot No. 94 on the eastern edge of a power line right of way and running thence along the eastern edge of said power line right of way, S. 2 W., 200 feet to an iron pin; thence N. 83-45 E., 110 feet to an iron pin at the joint corner of Lots Nos. 94 and 95; thence N. 83-45 E., 60.5 feet to an iron pin; thence S. 86-30 E., 54.5 feet to an iron pin at the joint corner of Lots Nos. 95 and 96; thence along the common line of Lots Nos. 95 and 96, N. 3-30 E., 200 feet to an iron pin on the southern side of a county road; thence with the southern side of a county road, N. 86-30 W., 54.5 feet to an iron pin; thence continuing with said county road, S. 83-45 W., 60.5 feet to an iron pin at the joint corner of Lots Nos. 94 and 95; thence continuing along said county road, S. 83-45 W., 115 feet to an iron pin on the western edge of a power line right of way, the point of beginning.

ALSO: That strip of land on the westerly side of Blythe Shoals Road as shown on plat of property of P. D. Meadors and M. M. Meadors, made by C. C. Jones & Associates, Engineers, dated April 27, 1956 and being 36.5 feet along said road at the corner of Lot No. 86 as shown on **
Together with all and singular rights, members, berditaments, 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 bereinabove 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 liers 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.

The Mortgagor further covenants and agrees as follows:

⁽¹⁾ That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing

^{**} a plat of property of Mrs. Rena Rice Geer, Blythe Shoals lots, recorded in Plat Book K, page 38, and having a depth to the center of Saluda River. This strip was reserved on the first