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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, William E. Southerlin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nancy H. Southerlin
Route #1, Travelers Rest, S. C. 29690

(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

-----Twelve Thousand & No/100----- Dollars (\$ 12,000.00) due and payable
at the rate of One Thousand & No/100 (\$1000.00) Dollars each consecutive year
until paid in full, with first payment due on February 22nd, 1978, and each
22nd day of February thereafter, until paid in full,

with interest thereon from date at the rate of SEVEN per centum per annum, to be paid:

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:

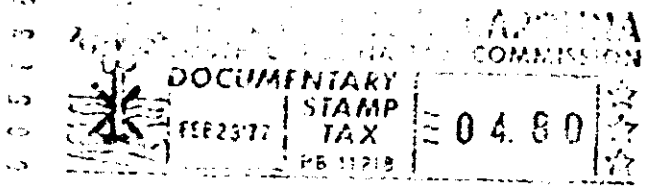
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Highland Township, near Tigerville, S. C., being shown on Plat of Survey prepared by W. R. Williams, Jr., RLS #3979, Dated March 28, 1973 of property of Kenneth G. & William E. Southerlin as having 26.2 acres, more or less, and according to said Plat, having the following metes & bounds, to-wit:

BEGINNING at an I. P. located 1200' from Slatton Road and running N 31-35 E 696' to an I. P. & stone; thence N 29-57 E 565.2' to a corner I. P.; thence along line of Mitchell property S 69-20 E 789.6' to an old axle at creek; thence S 14-07 W 153' to I. P.; thence S 28-50 W 705', more or less, along line of creek to I. P.; thence S 1-48 W 318.2' to I. P.; thence S 23-13 W 200' to spike in center of County Road; thence along line of said road N 63-06 W 800' to spike in center of said road; thence N 63-39 W 229.6' to corner I. P.; being point of beginning.

The abovescribed property is a part of that same property conveyed to Mortgagor & Kenneth E. Southerlin by Deed of Mortgagee on 3/21/72, being recorded in the RMC Office, in Book 939, on Page 72. ALSO, the one-half interest of the said Kenneth E. Southerlin being conveyed to said Mortgagor by deed of the said Kenneth E. Southerlin, on April 25, 1973, and being recorded in the RMC Office for County & State aforesaid, in Book 973, at Page 296.

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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 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.

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