MORIGAGE OF REAL ESTATE Offices of Yarborough More & Smock, Attorneys at Law, Greenville, S. C. 800 1612 PAGE 17

STATE OF SOUTH CAROLINA COUNTY OF GREENUILE

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

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WHEREAS, H. Harold Tarleton, Jr. and

WHEREAS, H. Harold Tarleton, Jr. and Rachel S. Tarleton (hereinafter referred to as Mortgagor) is well and truly indebted unto Henry H. Tarleton, Sr.

(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-eight thousand & no/100

Dollars (\$ 28,000.00 ) due and payable

with interest thereon from date

at the rate of 8

per centum per annum, to be paid: on demand

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 alying and being in the State of South Carolina, County of Greenville, being shown as Lots 3 and 4 on plat of Terra Pine Estates, made by Piedmont Engineering Service, December 1958, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Terramont Circle at joint front corner of Lots 2 and 3 and running thence along the line of Lot 2,S. 54-43 W. 271.3 feet to an iron pin; thence N. 35-02 W. 240.3 feet to an iron pin; thence N. 35-20 W. 129.3 feet to an iron pin; thence along the line of Lot 5, N. 50-08 E. 217 feet to an iron pin on the Southwest side of Terramont Circle, S. 43-23 E. 219.7 feet to an iron pin; thence continuing along Terramont Circle, S. 42-25 E. 170 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of Milton Lite, et al dated January 2, 1959 and recorded in the RMC Office for Greenville County in Deed Book 614 at page 83.

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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 Dand 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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