

MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

1027-304

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S.C.
FILED SEP 26 9 31 AM '83
DONALD R. SLEY

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

WHEREAS, WE, KIMBERLY E. JOHNSON and ALLEN W. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES A. HIGHTOWER Rt. 1, Taylors SC 29687

(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

Fifteen Thousand ----- Dollars (\$ 15,000.00) due and payable
ten (10) years from date

with interest thereon from _____ date _____ at the rate of ten(10%) per centum per annum, to be paid: monthly

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, the Mortgagee's heirs, 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, in Highland Township, near Camp Creek Church, containing 5.93 acres as shown on plat entitled "Property of James Hightower" recorded Sept. 16, 1983 in plat book 9-X page 65 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at a railroad spike in Camp Creek Road, and running thence S. 9-46 E. 692.82 feet to an iron pin new, set at Cedar on east side of Barn; thence S. 9-24 W. 636.30 feet to point (valve stem); thence turning N. 51-03 W. 164.88 feet to a point; thence turning and running along Henderson property N. 2-52 W. 664.00 feet to old railroad spike and drive; thence down the center of said driveway N. 3-52 W. 483.31 feet to a spike in Camp Creek Road; thence down the center of said road N. 71-11 E. 190.67 feet to the point of beginning.

This is the same property conveyed to mortgagors by mortgagee, by deed dated 9/19/83 to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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 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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