

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1152 PAGE 359

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R.H.C.

WHEREAS, J. L. CANNON AND LINDA R. CANNON

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

HELEN G. CANNON

(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

-----FIFTY THOUSAND AND 00/100 (\$50,000.00)----- Dollars ~~(XXXXXXXXXXXXXXXXXX)~~ due and payable

~~with interest thereon at the rate of ten percent per annum from the date hereof to the date of payment.~~

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:

on Saluda Lake

"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 as a 48 acre tract of land according to survey of property of J.L. Cannon prepared by Webb Surveying and Mapping Company, dated January, 1970, and from said plat, property having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Saluda Lake at the joint corner of property belonging to the Robinson Estate; thence running S. 43-40 E. 1,463.2 feet to an iron pin; thence running N. 6-15 E. 592 feet to an iron pin; thence running N. 84-50 E. 355 feet to an iron pin; thence running N. 81-10 E. 618.6 feet to an iron pin; thence running N. 39-15 W. 627 feet to an iron pin; thence running N. 5-00 E. 305.9 feet to an iron pin; thence running N. 0-50 W. 427 feet to an iron pin; thence running N. 89 W. 851.4 feet to a locust tree on the Southeastern side of Saluda Lake; thence with the said lake, 1,300 feet, more or less, to the point of BEGINNING.

ALSO:

ALL that piece, parcel or lot of land near Saluda Lake in the County of Greenville, State of South Carolina, being adjacent to the above described property, and being shown as a 9.5 acre tract of land according to survey of property of J.L. Cannon, prepared by Webb Surveying & Mapping Company, dated January, 1970, and from said plat, property having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Eastern line of the property above described near a branch and running thence with said branch, the traverse of which is N. 82 E. 432 feet to a pine; thence N. 0-30 E. 950 feet to an iron pin; thence N. 84-30 W. 395 feet to an iron pin; thence S. 2-40 W. 623.1 feet to an iron pin; thence S. 0-50 E. 427 feet to an iron pin; the point of BEGINNING.

This mortgage is subject to that first mortgage granted by the mortgagors herein to Billy Theodore dated January 29, 1970, and recorded in Mortgage Book 1147, at page 195, in the R.M.C. Office for Greenville County.

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.

(CONTINUED ON)