

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE (FARNSWORTH R. M. C.)

BOOK 1220 PAGE 07

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **BEN ROWLAND**

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

JAMES B. SPEARMAN AND

CAROL NIX SPEARMAN

(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 **Three Hundred Eighty Six and 37/100** -----

Dollars (\$ 386.37) due and payable

one year from date or upon sale of the property described below by the mortgagor, whichever event first occurs.

January 20, 1972

with interest thereon from ~~1972~~ at the rate of **SIX (6)** per centum per annum, to be paid: on due date

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, shown as Lot No. 2 on a plat of property of E. Godfrey Webster, said plat being dated January 1949, and recorded in the Office of the RMC for Greenville County, South Carolina, in Plat Book "HH" at page 119. The said Lot No. 2 has, according to said plat, the following courses and distances, to wit:

BEGINNING at the Northwest corner of Webster Road and Merlocke Drive and running thence along Webster Road, N. 26-05 E. 77.9 feet; thence N. 51-35 W. 157.4 feet; thence S. 26-05 W. 77.9 feet; thence S. 51-35 E. 157.4 feet to the point of beginning.

This is the identical property conveyed to the mortgagor by deed of the mortgagees of even date herewith.

It is expressly understood and agreed that this mortgage is being executed for the sole purpose of securing the mortgagees for the amount of a Federal tax lien filed against David E. and Brenda P. Church in the RMC Office for Greenville County on April 8, 1971. Upon satisfaction of said tax lien this mortgage shall be void and immediately terminated.

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.