

REGULATION NO. 22  
COMPLIED WITH

FILED  
GREENVILLE, S.C.  
JUN 5 4 36 PM '73  
DUNN, TARBERRY  
CONNIE S. TARBERRY  
R.H.C.

Prepared by WILLIAM S. HENRY, Attorneys at Law, Greenville, S. C. BOOK 1279 PAGE 635

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard A. Herman and Elizabeth W. Herman

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. E. Robinson, Jr., as Trustee in the Estate of B. M. McGee

(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 Seven Thousand One Hundred Fifty and 00/100-----

----- Dollars (\$ 7,150.00 ) due and payable  
as follows: \$75.00 on July 4, 1973 and a like amount on the same date in each succeeding month until the aforesaid principal sum, together with interest shall have been paid in full, all payments to be applied first to interest and the remainder to principal. It is agreed and understood that notwithstanding the foregoing, the entire principal sum together with interest, shall be due and payable on June 4, 1978 with interest thereon from date at the rate of eight per centum per annum, to be paid monthly

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 and according to a survey prepared of said property on April 6, 1972, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of McCauley Road, (formerly Benson Road), joint front corner of property now belonging to or formerly belonging to Kathleen C. Mullinax, and running thence, S. 3-19 W. 80.1 feet to a point; thence continuing with said road, S. 13-50 E. 80.6 feet to a point; thence continuing with said road, S. 30-45 E. 65.5 feet to a point; thence continuing with said road, S. 40-25 E. 339.9 feet to a point; thence continuing with said road, S. 50-04 E. 102 feet to a point; thence continuing with said road, S. 64-29 E. 103.1 feet to a point; thence, S. 14-47 W. 190 feet to a point; thence, N. 77-39 W. 702 feet to a point; thence running with a creek as the line, the traverse being: N. 0-51 E. 60 feet, N. 39-03 W. 85 feet, N. 0-08 W. 165 feet, N. 19-09 E. 165 feet; thence, N. 60-00 E. 339.15 feet to a point on the edge of McCauley Road, the point of beginning.

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.