

GREENVILLE CO. S. C.
AUG 23 2 15 PM '73
RECORDED
MORTGAGE OF REAL ESTATE-Office of Eddie R. Horton, Attorney at Law, Greenville, S.C.

BOOK 1288 PAGE 655

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, BARRY B. WHITE

(hereinafter referred to as Mortgagor) is well and truly indebted unto WAYNE N. WHATLEY

(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 Five Thousand and no/100-----

-----Dollars (\$ 5,000.00) due and payable
as follows:

\$1,000.00 on or before August 1, 1974 and the balance of \$4,000.00
on or before August 1, 1975. No interest.

with interest thereon from -- at the rate of -- per centum per annum, to be paid: --

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, O'Neal Township, located about four miles north from Greer, South Carolina on the Eastern side of Lake Cunningham and on both sides of North Lake Road and being shown on plat of property made for W. David Roe by John A. Simmons, surveyor, dated May 18, 1970 and having the following metes and bounds, to-wit:

BEGINNING at a nail in the center of North Lake Road (new iron pin set off at 33 feet on west side of road) at the Southeast corner of the property herein described and running with said road the following courses and distances, N 52-40 W 100 feet, N 65-54 W 100 feet, N 66-26 W 100 feet, N 70-26 W 100 feet, N 81-56 W 100 feet and N 84-50 W 100 feet, thence leaving road (iron pin set off 24 feet on east side of road) and running N 16-36 E 264.9 feet along other property of W. David Roe to new iron pin; thence S 86-47 W 225 feet (back to road, new iron pin set off 25 feet on east side of road); thence crossing road and running S 86-47 W 193.2 feet to new iron pin on water line right of way of said lake; thence with said right of way S 1-20 W 96.4 feet S 1-00 E 89.9 feet S 29-10 E 86.2 feet, S 7-40 W 73.7 feet, S 67-40 E 82 feet, S 82-28 E 209 feet, N 86-27 E 144 feet and S 64-43 E 224 feet; thence S 6-43 E 40 feet to corner of McAbee and Cecil L. Styles; thence with Styles N 89-00 E 87.2 feet to poplar stump and old stone corner and iron pin; thence N 16-00 E 107 feet to new iron pin; thence S 84-30 E 113 feet to the beginning corner and containing 5.00 acres, more or less.

This mortgage is given subject to and is Junior in rank to that mortgage in favor of Thomas and Hill, Inc. assumed by the Mortgagor herein on that date, said mortgage being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1192, at Page 209.



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 whatsoever lawfully claiming the same or any part thereof.

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