

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, We, Sammy R. Kay and Doris Ann Kay

(hereinafter referred to as Mortgagor) is well and truly indebted unto BILL TERRY, his heirs and assigns

(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 THOUSAND, FIVE HUNDRED AND NO/100 - - - - Dollars (\$ 3,500.00) due and payable

\$122.30 per month, commencing October 15, 1973 and to continue at the rate of \$122.30 per month until paid in full, with each payment applied first to interest and balance to principal with the annual percentage rate being 12.82% with interest thereon from at the rate of 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 in Bates Township, on the Southeast side of State Road No. 414 and having, according to a plat of survey made by H. T. Corn, August 30, 1959, the following courses and distances, to wit:

BEGINNING at an iron pin on the Southeast side of said Highway No. 414, joint corner of this property and that of John Springfield and running thence with Springfield line, S. 40 East 350 feet to an iron pin, joint corner of Springfield and Corn property; thence with the Corn line, N. 76 East 880 feet to joint corner of Corn and Surret property; thence N. 65 West 490 feet to an iron pin; thence N. 81-45 West 107 feet to an iron pin; thence S. 19 West 105 feet to an iron pin; thence N. 81-45 West 107 feet to an iron pin; thence S. 19 West 105 feet to an iron pin; thence N. 81-45 West 181 feet to an iron pin; thence S. 08 West 70 feet to an iron pin; thence N. 81-45 251 feet to an iron pin near Highway; thence along said Highway S. 23 West 120 feet to the point of beginning, containing 5.62 Acres, more or less, and being subject to such rights-of-way, easements or restrictions as may have been previously given or as shown on said plat.



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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