

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1338 PAGE 819

MAY 28 10 22 AM '77
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C. EYSLEY

WHEREAS, J. W. TERRY AND IDA C. TERRY

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

dated May 19, 1976

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~XXXXXX~~, the terms of which are incorporated herein by reference, in the sum of TWENTY-EIGHT THOUSAND AND NO/100 -----

Dollars (\$28,000.00) due and payable

six (6) months from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: with principal 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 purpose:

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, lying on both sides of Old Fork Shoals Road (also known as Fairview Road) approximately 2.5 miles from Fairview Presbyterian Church and being more nearly described as follows:

BEGINNING at a stone at the corner of land now or formerly owned by J. W. McDowell and running thence N. 85 W. 7.00 chains to a stone; thence S. 37.5 W. 1.47 chains to a stone; thence S. 15 W. 8.69 chains to a stone; thence S. 75.5 W. 9.07 chains to a stone; thence N. 3 W. 29.77 chains to a stone; thence S. 84.75 E. 10.60 chains to a stone; thence S. 4.75 W. 1.50 chains to a stone; thence S. 84.75 E. 16.50 chains to the beginning corner bounded by lands now or formerly of J. W. McDowell, W. F. Cox and A. M. Martin.

The property to be conveyed is approximately 46 acres more or less which is computed by deducting the 3.62 acres more or less conveyed to J. W. Terry from the above described approximately 50 acres more or less.

This is the same property deeded to the Mortgagors herein by deed of Lillie Mae King, Ida C. Terry, Lucille A. Henderson and Raymond S. Craddock which will be recorded in the R.H.C. Office for Greenville County.



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Together with all and singular rights, members, hereditaments, 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.

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