

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
OCT 10 10 32 AM '79

JONAS WALKERSLEY

WHEREAS, JAMES STEVEN SHIRLEY and ROBERT D. TRENTAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto KATHERINE C. ROSS

(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 NINETY-NINE THOUSAND, EIGHTY-TWO AND 27/100-----

Dollars (\$ 99,082.27 due and payable

Per Terms on promissory note.

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, and lying on the west side of Rutherford Road and being known as tracts 5 and 6 as shown on a plat of the William Locke Estate recorded in the R.M.C. Office of Greenville County in Plat Book I at Page 28 and shown on a more recent plat of Clifford C. Jones dated September 20, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point of Rutherford Road at joint front corner lots present property of St. Mathew M.E. Church and running thence N. 74-52 W. 201.8 feet to a point; thence N. 71-04 W. 152.5 feet to a point; thence N. 70-34 W. 58.4 feet to a point; thence N. 47-06 W. 42.5 feet to a point; thence 34-33 W. 79.15 feet to a point; thence S. 82-41 W. 872.56 feet to a point; thence N. 34-01 W. 1,037.4 feet to a point; thence N. 11-15 E. 120.6 feet to a point; thence S. 77-21 E. 310.7 feet to a point; thence S. 77-23 E. 952.4 feet to a point; thence S. 77-19 E. 498.7 feet to a point; thence S. 77-19 E. 69.1 feet to a point; thence S. 43-48 W. 113.9 feet to a point; thence S. 40-40 W. 101.0 feet to a point; thence S. 37-31 W. 99 feet to a point; thence S. 35-37 W. 39.9 feet to a point; thence S. 70-10 E. 456.7 feet to a point; thence S. 37-08 W. 159.08 feet to the point of the beginning.

This is a major portion of that property heretofore conveyed to Katherine C. Ross by B. H. Trammell by deed dated August 16, 1954, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 506, page 359. This is also a portion of property conveyed to H. Fulton Ross, Jr. and Allen McNeil Ross by Katherine C. Ross by deed dated December 30, 1976, and recorded in the R.M. C. Office for Greenville County in Deed Vol. 1048, page 886. Thereafter, Allen McNeil Ross conveyed his one-half undivided interest in and to the property of H. Fulton Ross, Jr. by deed dated February 23, 1978, and recorded in the R. M. C. Office for Greenville County on March 20, 1978, in Deed Vol. 1075, Page 576. H. Fulton Ross, Jr. subsequently conveyed his interest to Katherine C. Ross by deed dated September 27, 1979 and recorded herewith. This is also the same property conveyed this date to mortgagors from mortgagee.

This is a first mortgage and a purchase money mortgage.

Mortgagors have right to prepay without penalty.

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OF  
SD

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
RECORDED

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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