

113 Johnson Rd, N.E. Suite 100
Atlanta, Georgia 30342

BOOK 1497 102

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

RECORDED
11 34 PM '80
HARRISLEY
R.M.C.

WHEREAS, JOHN L. ROGERS AND SALLY B. ROGERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto NEWTON T. CLARK, JR.

(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 TWENTY-SIX THOUSAND FOUR HUNDRED SEVENTY-

FIVE AND NO/100THS-----Dollars (\$26,475.00--) due and payable
IN THREE (3) ANNUAL INSTALLMENTS OF \$10,645.99 EACH, THE FIRST PAYMENT
BEING DUE ON MARCH 1, 1981, AND A LIKE INSTALLMENT OF \$10,645.99 ON THE
FIRST DAY OF MARCH, 1982, AND A FINAL INSTALLMENT OF \$10,645.99 ON
MARCH 1, 1983,
with interest thereon from DATE at the rate of TEN(10) per centum per annum, to be paid: ANNUALLY.

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, about 8 miles North of Greer and 4 miles South of Gowansville, on the Northeast side of a 50-foot unnamed road that leads off S. C. Highway No. 14, containing 35.3 acres, more or less, and being a portion of that property shown on survey for G. Harold Smith, dated January 28, 1972, by W. N. Willis, Engineers, and recorded in Plat Book SSS at Pages 510-512, RMC Office for Greenville County and having the following metes and bounds, to-wit:

BEGINNING at an ip on the Northeast side of an unnamed 50 foot road, said ip being located 1,670 ft. from the intersection of U. S. Highway No. 14 and the said unnamed road, and running thence N. 35 E. 1097 ft. to an ip; thence N. 56-40 W. 350 ft., more or less, to an old ip and stone; thence N. 54-10 W. 1244 ft. to the center of a creek (old ip on bank); thence with the center of creek as the line the following courses and distances: S. 26-20 W. 100 ft., S. 69-30 W. 92 ft., S. 16-20 E. 160 ft., S. 12-25 E. 167 ft., S. 32 E. 128 ft., S. 7-50 W. 165 ft., S. 53-50 W. 130 ft., N. 58 W. 62 ft., S. 42-40 W. 100 ft., S. 0-10 W. 122 ft., S. 68-20 E. 67 ft., S. 8-40 E. 66 ft., S. 34-20 E. 111 ft., S. 59-30 W. 72 ft., S. 45-40 W. 118 ft. to an iron pin; thence leaving Creek and running S. 54-50 E. 104 ft. to an ip; thence S. 53 E. 900 ft. to the terminus point of the above referred to 50 foot road, said terminus point being the Northwest side of road; thence with said 50 foot road N. 35-00 E. 112.5 ft. more or less; thence continuing with said road S. 61 E. 50 ft., more or less, to the beginning corner.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Newton T. Clark, Jr. dated February 21, 1980, and thereafter filed in the RMC Office for Greenville County on March 4, 1980, in Deed Book 1121 at Page 528

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STATE OF SOUTH CAROLINA
DOCUMENTARY RECORDS
GREENVILLE COUNTY

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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