

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
S.C.
PH '80
ASLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RONALD L. TYNER, TRUSTEE OF THE PENSION PLAN AND TRUST OF
BALER EQUIPMENT, INC.
(hereinafter referred to as Mortgagee) is well and truly indebted unto **FRANCES P. ROGERS**

(hereinafter referred to as Mortgagor) 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 **FOURTEEN THOUSAND NINE HUNDRED TEN** -----
----- Dollars (\$ 14,910.00) due and payable
in Sixteen (16) quarterly installments of principal and interest (at the rate of Eight (8%) percent per annum) in the amount of One Thousand Ninety-eight and 27/100 (\$1,098.27) Dollars, beginning March 18, 1981.

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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 Mortgagee, 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 Mortgagee in hand well and truly paid by the Mortgagor 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:

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All right, title and interest in and to that tract of land located on the South side of Buncombe Road about two and one-half miles South of Greer, Greenville County, S. C., containing Five and Five-hundredths (5.05) acres and shown as Lot 5 on Subdivision for Pet Nona Rogers Estate, December 10, 1975, by W. N. Willis, Engineers and Surveyors, which plat is recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 5-J, Page 85, and described more particularly as follows:

BEGINNING at a point in the center of Buncombe Road, corner between Lots 5 and 6; thence along center of said Buncombe Road, S. 63-26 E. 225 feet to a point, corner of Lot 4; thence along the line between Lots 4 and 5, S. 28-24 W. 1056 feet to an iron pin; thence N. 87-15 W. 120 feet to an iron pin, corner of Lot 10; thence along line between Lots 5 and 10, N. 15-53 W. 112.7 feet to an iron pin, corner of Lot 6; thence along the line between Lots 5 and 6, N. 26-01 E. 1022 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of the Mortgagee which deed is dated December 18, 1980, and recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This is a Purchase Money Mortgage.

[Faint, illegible text, possibly a signature or stamp]

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 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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