

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

NOTICE TO ALL WHOM THESE PRESENTS MAY CONCERN

APR 4 8 49 AM 1962  
DEED REC'D  
S.C.

WHEREAS, I, John D. Cave,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frances R. Oxner, as Executrix of the Estate of G. Dewey Oxner, her Successors and Assigns forever:

(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

Four Thousand and No/100----- Dollars (\$4,000.00) due and payable

\$800.00 on principal each year after date, with the privilege to anticipate payment of part or all at any time,

with interest thereon from date at the rate of Six 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

All that piece, parcel or tract of land, containing 53.17 acres, more or less, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by C. O. Riddle, R. L. S., dated March 1957, entitled "Property of G. Dewey Oxner", and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book AAA at page 45, the following metes and bounds:

BEGINNING at an iron pin at the Southeastern corner of property now or formerly of Fletcher and property now or formerly of A. G. New, and running thence with the line of the said property now or formerly of A. G. New N. 30-11 W. 1107.8 feet to an iron pin; thence with the line of property now or formerly of Rev. R. Leonard Carrol N. 35-23 E. 1464 feet to an iron pin; thence with the line of property now or formerly of William E. Galloway, S. 79-35 E. 1457 feet to an iron pin; thence with the line of property now or formerly of Z. V. Bridgeman S. 42-16 W. 2552 feet to the point of beginning.

LESS: That portion of the premises hereinabove described conveyed by G. Dewey Oxner, et al, to Greenville County, dated June 2, 1958, and recorded in the R. M. C. Office for Greenville County South Carolina, in Deed Book \_\_\_\_\_ at page \_\_\_\_\_.

This is the major portion of the property conveyed to G. Dewey Oxner by deed of W. E. Galloway and Estelle Galloway, dated November 19, 1956, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 565, at page 454.

ALSO: All the right, title and interest of the said G. Dewey Oxner in and to that certain easement 30 feet in width conveyed by deed of W. E. Galloway and Estelle Galloway, dated October 8, 1957, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 585, at page 414.

The said G. Dewey Oxner died testate on or about January 17, 1962, and Frances R. Oxner was appointed Executrix under the Will of G. Dewey Oxner. Item VI, paragraph 3 of the said Will of G. Dewey Oxner gave the Executrix full power of sale of the property devised under the Will. (See Apartment 781, File 25, Office of the Judge of Probate for Greenville County, South Carolina.)

The above described property is the same conveyed to me by Frances R. Oxner, as Executrix of the Estate of G. Dewey Oxner, by deed of even date and recorded herewith.

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.

*For satisfaction see Deed Book 565, p. 454*