

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA

FEB 17 12 20 PM 1964

MORTGAGE OF REAL ESTATE

BOOK 949 PAGE 215

COUNTY OF GREENVILLE

OLLIE FARNSWORTH, WHOM THESE PRESENTS MAY CONCERN;
R. M. C.

WHEREAS, EUGENE RACKLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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

Sixteen Thousand Five Hundred (\$16,500.00) ----- Dollars (\$16,500.00) due and payable

one (1) year from date

with interest thereon from date at the rate of 7% per centum per annum, to be paid quarterly

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 those pieces, parcels or tracts of land located on the State Park Road (South Carolina Highway No. 253) and the Buckhorn Road leading over Paris Mountain, in Greenville County, South Carolina, being shown on a plat entitled "Property of Eugene Rackley", dated January 1964, made by C. C. Jones, Civil Engineer, recorded in the RMC Office for Greenville County, S. C. in Plat Book YY, page 163, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northwestern intersection of the recently widened and improved State Park Road (South Carolina Highway No. 253) with the Buckhorn Road, and running thence along the Northwestern side of the State Park Road, S. 59-47 W. 200 feet to an iron pin; thence along said side of State Park Road, S. 60-01 W. 100 feet to an iron pin; thence along said side of State Park Road, S. 61-56 W. 142 feet to an iron pin; thence along the line of property now or formerly owned by J. B. and Ella Mae Griffin, N. 32 W. 156 feet to an iron pin; thence S. 62-32 W. 74.9 feet to an iron pin; thence N. 27-28 W. 175 feet to an iron pin on a road; thence crossing said road, N. 2-55 E. 35 feet to an iron pin on the Eastern side of said road; thence with the Eastern side of said road the following courses and distances: N. 51-47 W. 190 feet to an iron pin; N. 48-22 W. 381 feet to an iron pin; N. 31-03 W. 91.4 feet to an iron pin; N. 18-13 W. 492.3 feet to an iron pin; thence continuing along the Southern side of said road, S. 83-03 E. 208.8 feet to an iron pin; thence continuing along the Southern side of said road, S. 87-42 E. 918.2 feet to an iron pin at the Southeastern intersection of said road with the Buckhorn Road; thence along the Western side of Buckhorn Road the following courses and distances: S. 16-34 E. 186 feet to an iron pin; S. 23-31 E. 110 feet to an iron pin; S. 33-04 E. 190 feet to an iron pin; S. 10-40 E. 80 feet to an iron pin; S. 7-36 W. 88 feet to an iron pin on a road intersecting Buckhorn Road; thence continuing with the Western side of Buckhorn Road, S. 10-47 W. 402.8 feet to an iron pin, the beginning corner.

The above described property is shown and designated as Lots Nos. 1 through 18, inclusive, in Section A, and Lots Nos. 29 through 42, inclusive, and a part of Lot No. 43 in Section B on a plat of the property of Henderson Farms, made by N. O. McDowell, Jr. and Julian S. Moore, Surveyors, dated November 1944, recorded in the RMC Office for Greenville County, S. C. in Plat Book M, page 103, less such portions taken by condemnation in the widening and relocation of the aforesaid State Park Road.

As a part of the consideration hereof, the Mortgagee, Southern Bank and Trust Company, covenants and agrees to promptly execute and deliver to the Mortgagor, Eugene Rackley, or his heirs and assigns, from time to time upon the Mortgagor's request, valid releases in due form of law on each lot to be subdivided from the above described property, fully releasing and discharging each said lot from the lien of this mortgage, upon payment to the said Mortgagee of the sum of Six Hundred (\$600.00) Dollars, including principal and then accrued interest, on each said lot.

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.

FULL & SATISFIED, this 27 day of February 1964
Southern Bank and Trust Company
Greenville, South Carolina

SATISFIED AND CANCELLED OF RECORD

DAY OF FEBRUARY 1964

By

Witness

for Release Lot 1 see R.C.M. Book 107 Pg. 603

for Release Lot 1 see R.C.M. Book 107 Pg. 603