

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE OF S. C.

MORTGAGE OF REAL ESTATE BOOK 1118 PAGE 29

FEB 24 3 09 PM 1933

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARRIS WORTH
R.M.S.

WHEREAS, 49'ER RANCH DEVELOPMENT CORPORATION

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. S. FOX

(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 **Seven Thousand and no/100**

Dollars (\$ 7,000.00) due and payable

on demand

with interest thereon from date at the rate of seven 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 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, Saluda Township, consisting of 100 acres, more or less, adjoining lands of D. W. Pitman, Trammell, C. A. Fowler and others, and being the same tract as was conveyed to Lewis W. Scoggins by deed of C. T. Kendrick as was recorded in the RMC Office for Greenville County in Deed Book 87, Page 138, reference to which is craved for a more complete description thereof with plat made by S. M. Martin, Surveyor, 1920.

ALSO, all that certain piece, parcel or tract of land, situate, lying and being in Saluda Township, Greenville County, South Carolina, being known as Tract No. Two (2), of Milton Trammell Property, as shown on survey and plat of same made by W. A. Hester, July 31, 1923, and having the following metes and bounds, to-wit:

BEGINNING at a maple XOM on branch and in line of land of C. A. Fowler, and running thence along the meanders of said branch as line in an easterly direction 19.55 chains to poplar XOM; thence running N. 07-00 W., 4.37 chains to stake in old road; thence running N. 15½ W., 5.92 chains to a stake; thence running N. 36½ W., 3.50 chains to a stone OM; thence running N. 12-00 E., 16.40 chains to a stone; thence running N. 11 E., 10.20 chains to a stone; thence running S. 74½ W., 5.40 chains to chestnut stump; thence running N. 54 W., 12.00 chains to chestnut stump; thence running S. 86 W., 17.90 chains to chestnut oak XOM; thence running S. 17 E., 1.75 chains to stone; thence running S. 23½ E., 24.50 chains to blackgum XOM; thence running S. 26 E., 1500 chains to the point of beginning and containing 84½ acres, more or less, and bounded by lands of M. P. Trammell, Henry Pitman, Lewis W. Scoggins and C. A. Fowler.

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.