

SEP 3 10 03 AM '69

BOOK 1135 PAGE 583

OLLIE FARNSWORTH

R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, VERNON L. McCURRY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

LILLIAN C. JONES

(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 FIFTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE & NO/100 -- Dollars (\$15,975.00) due and payable

as provided in the Note

with interest thereon from date at the rate of Six per centum per annum, to be paid: As provided in the Note.

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,

ALL that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying, and being in Grove Township, Greenville County, South Carolina, which contains 38.09 acres, more or less, which is the same property conveyed to Grantor by John O. Carter and Curtis O. Carter, by Deed recorded in Deed Book 610, Page 270, and which is shown and designated on the Greenville County Block Book records as Lot 32, Block 1, Sheet 601.1. The 38.09 acres tract is the remainder of a 53½ acres, more or less, tract, after 13.53 acres, more or less, was conveyed off it by Deed recorded in Deed Book 300, Page 165, and after 1-7/8 acres, more or less, was conveyed off it by Deed recorded in Deed Book 445, Page 27. The 53½ acres, more or less, tract, is described more particularly as follows.

BEGINNING on a road near the Augusta Road, and running thence N. 29.E., 1.53 chains to a stone by a Hickory; thence S. 69 E., 3.60 chains to a stone; thence N. 1 E. 21.35 chains to a stone on a branch; thence down the meanderings of said branch to a stone; thence S. 41 W. 10.25 chains to a Dogwood and stone; thence S. 19½ W. 15.36 chains to a stone on said road; thence along said road S. 67-3/4 E. 25.75 chains to a stone by a Pine at the beginning corner.

Mortgagor intends to subdivide into lots and otherwise develop the property encumbered by this Mortgage Of Real Estate. Mortgagee agrees to release from the lien of this Mortgage any such lot upon Mortgagor's designating the lot and paying Mortgagee \$500.00 to do so, provided Mortgagor subdivides the property into not fewer than sixty (60) lots, and provided those lots contain substantially the same area. Mortgagee agrees, further, (1) to credit any and all such lot release payments to the next annual payment on the Note and this Mortgage which secures payment of it, and (2) to release without any additional payment by Mortgagor sufficient property for streets or roads, provided those streets or roads have been constructed in accordance with the standards and requirements of Greenville County and/or any other appropriate public authorities. Mortgagor presently contemplates that those streets or roads will be not less than fifty (50) feet wide.

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.