

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1148 PAGE 35

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.
FEB 10 11 39 AM '70
OLLIE FARNSWORTH
R. H. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, MARGARET H. DILLARD

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

B. F. DILLARD and LUCILE W. DILLARD

(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 Four Thousand Five Hundred and No/100-----

Dollars (\$4,500.00) due and payable

In 9 equal semi-annual installments in the sum of \$500.00 each on the principal commencing six (6) months from date, plus interest on the unpaid balance as hereinafter provided,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: semi-annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor 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 Mortgagor, its successors and assigns:

ALL those pieces, parcels or lots of land, situate, lying and being on the Eastern side of Hudson Road, in Butler Township, Greenville County, South Carolina, being shown and designated as Lot No. 1, containing 1.4 acres, more or less, and Lot No. 2, containing 1 acre, more or less, on a Plat of the Property of John M. Dillard, made by H. C. Clarkson, Jr., Surveyor, dated August 18, 1966, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 000, page 11, reference to which is hereby craved for the metes and bounds thereof, being a portion of the property conveyed to John M. Dillard by deed of M. E. Hudson, et al, recorded in the RMC Office for Greenville County, S. C., in Deed Book 778, page 425.

The above described property is a part of the same conveyed to Margaret H. Dillard by deed of John M. Dillard recorded in the RMC Office for Greenville County, S. C., in Deed Book 848, page 257.

There is hereby excluded from this mortgage so much of the above described property which lies within the boundary lines of the right of way of Hudson Road and a 50-foot proposed driveway running in an Easterly direction from the Hudson Road to Lot No. 3 shown on the aforementioned plat recorded in the RMC Office for said County and State in Plat Book 000, page 11.

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 Mortgagor, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.