

MAR 27 4 23 PM '70

MORTGAGE OF REAL ESTATE—Officers of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert D. McJunkin and Chester W. Johnston

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Fred Peden, Sr.

(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 **Thirteen Thousand, Six Hundred and Twenty and No/100**-----Dollars (\$ 13,620.00), due and payable in equal annual installments of \$2,724.00 beginning on the day of March, 1971 and continuing on the same day of each year thereafter until paid in full.

with interest thereon from date at the rate of 8% per centum per annum to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced 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 certain piece parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina on the south side of South Carolina Highway 418 and Jenkins Bridge Road, being shown on a plat prepared by Louis C. Godsey, dated June 8, 1967, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a spike in the center of South Carolina Highway 418, at its intersection with a County road and running thence S 17 - 45 E 1,470.8 feet to an iron pin; thence S. 85 - 41 E. 497.7 feet to an iron pin; thence N 46 - 21 E 627.5 feet to an iron pin; thence N 11 - 40 W. 1,603 feet more or less to a point in the center of Jenkins Bridge Road; thence with the center of Jenkins Bridge Road in a southwesterly direction to a point in the center of the intersection of Jenkins Bridge Road and South Carolina Highway 418 thence with the center of South Carolina Highway 418 S. 62 - 03 W. 1,034 feet more or less to the point of beginning

In the event the Mortgagor sells a portion of the within described property the Mortgagee agrees to release said portion from the within mortgage indebtedness upon receipt of 75 per cent of the sales price for said portion and the Mortgagee agrees to apply this payment toward the principal and interest on the mortgage provided that the amount applied is not less than \$500.00 an acre

This mortgage lien is junior in rank to the mortgage given to Blue Ridge Production Credit Association by the mortgagee herein dated 7 November 1968

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.