

GREENVILLE CO. S. C.

SEP 1 9 41 AM '70

BOOK 1165 PAGE 125

HORTON, DRAWDY, DILLARD, MARCHEBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANK W. DARRACOTT, III and BARBARA C. DARRACOTT

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. BRYANT SPIVEY

(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 Eight Thousand and No/100-----

Dollars (\$ 8,000.00 ) due and payable

in monthly installments in the sum of \$120.75 each on the first day of each month, commencing on October 1, 1970, and continuing thereafter until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of 7 per centum per annum, to be paid: monthly.

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 tract of land, together with buildings and improvements, situate on Cooley's Bridge Road, in Greenville County, State of South Carolina, and having according to plat entitled "Plat for Martin Page" dated June, 1969, prepared by Webb Surveying & Mapping Co., the following metes and bounds, to wit:

BEGINNING at an old nail bolt in center of Road No. 51 and running thence S. 32-30 W., 2,167.3 feet to a stone and an iron pin; thence with line now or formerly of Mrs. J. C. Haley, N. 88-00 W., 621.7 feet to a point in center of Mountain Creek passing over iron pin 30 feet back on line; thence along property now or formerly of Scruggs with the center line of Mountain Creek as the line in a general northerly and southwesterly direction, 1,400 feet, more or less, to a point; thence continuing with Scruggs, S. 33-30 W., 462 feet to an iron pin; thence along property formerly of Lollis, N. 2-00 W., 1,585.3 feet to an iron pin; thence N. 3-30 W., 219.5 feet to a point in center of Road No. 51; thence along the center line of road, the following metes and bounds, to wit: N. 45-15 E., 132 feet to a bend; thence N. 61 E., 240 feet to a bend; thence N. 69-45 E., 502.5 feet to a bend; thence N. 85-30 E., 200 feet to a bend; thence S. 78 E., 212.8 feet to a bend; thence N. 88-15 E., 655 feet to the beginning corner, containing 92 acres, more or less.

The Mortgagors herein reserve the right from time to time and at any time to have released from the lien of this mortgage without payment of any release monies or additional consideration any five (5) acres of the above described property upon request to the mortgagee and upon delivery to the mortgagee of a survey sufficient to enable the mortgagee to describe the five acres to be released, said five acres to be any portion of the above described property and to be in a single tract of land.

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.