

UN 1183 REC 297

MORTGAGE OF REAL ESTATE—Office of Landmarks, Parks, and Historic Sites, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE, S. C.  
MAR 11 2 15 PM '71  
OLLIE FARNSWORTH  
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas Donald Lewis and Bennie Lee Lewis

(hereinafter referred to as Mortgagor) is well and truly indebted unto David B. Brown, Jr.

(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

Fourteen thousand seven hundred and fifty ----- Dollars (\$ 14,750.00 ) due and payable

The makers shall make annual installments towards the payment of the remaining interest and principal balance, although it shall be the exclusive right of the makers to determine the amount of the installment each year, and further, the makers shall have the right to pre-pay without penalty. In any event, the last payment shall be due on or before Feb. 24, 1981, with interest thereon from February 24, 1971 at the rate of 5% per centum per annum, to be paid annually

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, containing 106.45 acres, more or less, according to a plat of the S. C. Beattie Estate located in Greenville County and made by C. F. Webb, December, 1969, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin located at the joint corner of that tract of land now or formerly owned by James B. Tankersley and the subject property of the grantor herein, said joint corner being in the northern boundary of that tract now or formerly owned by Allen Shelton, said joint corner also being located in the right-of-way held by Duke Power Co. and running thence N. 22-00 E. 2,342 feet to a stone; running thence N. 51-30 W. 270 feet to a stone; running thence N. 29-15 W. 1,546 feet to a stone; running thence S. 63-30 W. 1,443 feet to a stone; running thence S. 29-15 E. 1,815 feet to a stone; running thence S. 48-50 W. 1,401 feet to a stone; running thence S. 67-50 E. 664 feet to a stone; running thence S. 73-15 E. 960 feet to a point in right of way held by Duke Power Company, the beginning point.

It is agreed by the parties hereto that the timber on the above described property is a part of the security for the note executed by the mortgagors on this date and it is further understood and agreed that if the mortgagor has any of the timber cut for commercial purposes, the proceeds from the sale of said timber will be applied to the reduction of the outstanding interest and principal balance.

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.