

1971

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MORTGAGE OF REAL ESTATE - Office of Landmark, William T. Hall & Sons, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH

PURCHASE MONEY

STATE OF SOUTH CAROLINA

R. H. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS WE, THOMAS LEE JOHNSON AND SYLVIA H. JOHNSON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLIAM R. TIMMONS, 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 Sixty-Seven Thousand, Five Hundred and No/100 Dollars (\$ 67,500.00) due and payable in ten (10) equal annual installments, the first being due and payable one year from date and on the same day each year thereafter until paid in full,

with interest thereon from _____ date at the rate of SIX (6) 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 on the northern side of South Carolina Highway No. 291 as shown on Plat of Property of Thomas Lee Johnson and Sylvia H. Johnson dated March, 1971, by Dalton & Neves Co., Engineers and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of South Carolina Highway No. 291, said iron pin being S. 72-49 W. 30.03 feet from the corner of property leased to Kayo Oil Co. and running thence N. 14-34 W. 126.35 feet to an iron pin; thence N. 27-00 W. 41.5 feet to an iron pin; thence N. 34-08 W. 45.2 feet to an iron pin; thence N. 44-11 W. 50 feet to an iron pin; thence N. 50-03 W. 28.7 feet to an iron pin; thence with the line of property of William R. Timmons, Jr. S. 65-28 W. 233 feet to an iron pin; thence continuing with line of property of William R. Timmons, Jr. S. 24-32 E. 275 feet to an iron pin on the northern side of South Carolina Highway No. 291; thence with the northern side of South Carolina Highway No. 291 N. 65-28 E. 120.03 feet to an iron pin; N. 67-16 E. 60 feet to an iron pin; N. 70-05 E. 50 feet to an iron pin; N. 72-49 E. 19.97 feet to an iron pin, the point of beginning.

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.