

GREENVILLE, S. C.

BOOK 1207 PAGE 153

SEP 20 11 40 AM '71

MORTGAGE OF REAL ESTATE - Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH  
R. M. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE**

**To All Whom These Presents May Concern:**

**Whereas:** Builders & Developers, Inc.

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

(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 -----

-----Forty Five Thousand and no/100----- Dollars (\$ 45,000.00 ) due and payable \$15,000.00 on and not before January 15, 1972; \$15,000.00 on and not before January 15, 1973; and \$15,000.00 on and not before January 15, 1974; provided, however, that Mortgagor shall have the option to make its final payment of \$15,000.00 on January 15, 1973 instead of January 15, 1974, by paying to Mortgagee an additional amount of \$500.00 for exercising this early payment proviso. with interest thereon from date at the rate of six & 1/2 per centum per annum to be paid on dates of making above payments

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, near Simpsonville, South Carolina, and being shown and designated on plat entitled "Property of Shirley Jones" dated May 6, 1968, prepared by C. O. Riddle, RLS, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in the center of Neely Ferry Road and running thence with the center of Neely Ferry Road, N. 82-18 E., 104 feet to a point; thence N. 86-53 E., 160 feet to a point; thence S. 85-41 E., 100 feet to a point; thence N. 38-02 E., 134.5 feet to a point; thence N. 77-10 E., 100 feet to a point; thence N. 59-10 E., 100 feet to a point; thence N. 52-34 E., 100 feet to a point; thence N. 56-27 E., 100 feet to a point, which point is located N. 6-06 W., 25 feet from iron pin on the southerly side of Neely Ferry Road, thence leaving said Neely Ferry Road and running thence S. 606 E., 284.7 feet to an old iron pin; thence S. 28-36 E., 482.7 feet to an old pin; thence S. 25-28 E., 884.8 feet to an old iron pin; thence S. 65-17 W., 363 feet to an old iron pin; thence S. 69-05 W., 305.9 feet to an old pin; thence N. 56-58 W., 283.1 feet to an old iron pin; thence S. 47-03 W., 249 feet to an old iron pin in stone; thence S. 13-00 W., 409 feet to an old iron pin; thence S. 33-24 W., 405 feet to an old iron pin by red oak stump; thence N. 87-02 W., 287.6 feet to a railroad rail; thence N. 3-57 E., 598.2 feet to an old iron pin and stone, thence N. 4-43 E., 716.1 feet to an old iron pin; thence N. 2-58 E., 976.8 feet to the beginning corner, and containing 51.76 acres, more or less.

This conveyance is made subject to any Restrictive Covenants, building set-back lines, rights of way and easements which may affect the above described property

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.