

OCT 8 4 45 PM '71
MORTGAGE OF REAL ESTATE—Office of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

BOOK 1209 PAGE 281

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD D. WOOTEN AND WARD S. STONE

(hereinafter referred to as Mortgagor) is well and truly indebted unto FAY H. JONES, as Trustee under Agreement with Thelma H. Burdine, et al, dated October 8, 1971

notes

(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

One Hundred Fifty-One Thousand Two Hundred Seventy-Six & 15/100th Dollars (\$ 151,276.15) due and payable

\$75,638.08 twelve (12) months after date and \$75,638.07 twenty-four (24) months after date,

with interest thereon from date at the rate of 7% 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 southeastern side of Wardview Drive in the County of Greenville, State of South Carolina, and being a portion of tract "A" as shown on plat entitled "Property of Stratford Company" dated June 14, 1971, by Campbell & Clarkson Surveyors, Inc., recorded in the Greenville County R.M.C. Office in Plat Book 4G, page 169, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern right-of-way of Wardview Drive at the corner of property now or formerly owned by J. T. Merritt and C. W. Woods and running thence with the line of said Merritt and Woods property, S. 73-00 E. 384.6 feet to an iron pin; thence leaving the line of said Merritt and Woods property and running S. 23-43 W. 947.6 feet to an iron pin; thence S. 51-26 W. 558 feet to a point in the line of property now or formerly owned by Huff; thence with the line of said Huff property, N. 15-03 W. 638.4 feet to an iron pin at the corner of property now or formerly owned by Jones; thence with the line of said Jones property, N. 19-38 W. 138.1 feet to an iron pin on the southeastern right-of-way of Wardview Drive; thence with the line of right-of-way of Wardview Drive, N. 48-48 E. 882.6 feet to the point of beginning.

ALSO ALL that certain piece, parcel or tract of land situate, lying and being on the eastern side of Eunice Drive in the County of Greenville, State of South Carolina, containing 1.79 acres and being shown and designated as tract "B" on the above referred to plat of property of Stratford Company recorded in Plat Book 4G, page 169 and having the metes and bounds as shown thereon.

ALSO ALL that certain piece, parcel or tract of land situate, lying and being on the south side of Berea Drive in the County of Greenville, State of South Carolina, containing 0.05 acres and being shown and designated as tract "C" on the above referred to plat of property of Stratford Company recorded in Plat Book 4G, page 169 and having the metes and bounds as shown thereon.

Upon payment of the principal and interest due twelve (12) months after date, the mortgagee agrees to release one-half of the above described property from the lien of this mortgage.

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.