

GREENVILLE CO. S. C.

BOOK 1211 PAGE 447

STATE OF SOUTH CAROLINA OCT 27 11 24 AM '71

COUNTY OF GREENVILLE OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Dennis A. Epps, Sr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Earl B. & Willie S. Epps

(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

Thirty-Seven Hundred and NO/100 ----- Dollars (\$ 3700.00) due and payable

a cash payment of \$40.00 on September 20th 1971 and a like payment of \$40.00 cash on the twenty-th (20th) day of each and every month thereafter until paid in full.

with interest thereon from date at the rate of 6% per centum per annum, to be paid: Semi-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, Bates Township, having according to a plat of same recorded of even date, prepared by J. C. Hill, Surveyor, on January 29, 1965, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the right of way of the Pickens-Shiloh Road at the joint corner of the property of ~~the~~ Fannie C. Epps Evins and that herein conveyed, on the southwest side of the aforementioned road, and running thence S. 31 E. 488.3 ft. to an iron pin; thence N. 32-10 E. 515.3 ft. to an iron pin; thence N. 38 W. 348.6 ft. to an iron pin on the right-of-way of the Shiloh Road; thence along said right of way S. 47 W. 414 ft. to the point of beginning.

The same being a portion of the property of H. C. Epps, deceased, and obtained by Fannie C. Epps Evins under his last Will and Testament, recorded in Apartment _____ File _____ in the Probate Court for Greenville County. Also, being the same property as recorded in Book 777 Page 221, R.M.C. Office for Greenville County.

Together with all and singular rights, members, herditaments, 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.