

HORTON, DRAWDY, DILLARD, DORR, HANCOCK, WATKINS & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN;

WHEREAS, **JAMES M. HENDERSON**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **HENDERSON ADVERTISING AGENCY, INC.**

dated December 30, 1970

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note herewith, the terms of which are incorporated herein by reference, in the sum of

on demand

~~Five Hundred Dollars~~) due and payable

with interest thereon from date at the rate of 5 per centum per annum, to be paid: on demand.

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 parcel or tract of land situate on the North side of Old U. S. Highway No. 29 and on the North side of the right of way of the Piedmont and Northern Railroad, near the City of Greenville, in Greenville County, S.C., and having according to a survey made by C. O. Riddle, May, 1956, revised March 19, 1957, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern line of the P & N Railroad Company right of way, near the Southeast side of U. S. Highway No. 28 and running thence with the Northern side of said railroad right of way, N. 87-00 W., 1157 feet to an iron pin in line of Tanner Property; thence with Tanner line, N. 5-30 E., 497 feet to an iron pin; thence continuing with Tanner property line, N. 20-08 E., 1936 feet to an iron pin; thence N. 42-35 W., 1182.7 feet to an iron pin in Sourwood Stump, corner of Gillespie land; thence with Gillespie line, N. 30-15 E., 72.5 feet to a stone and iron pin at corner of Gerlad S. Ackerman land; thence with said Ackerman line, N. 22-08 E., 619.9 feet to an iron pin (old witness); thence S. 72-40 E., 108.2 feet to a stone; thence N. 56-45 E., 92.1 feet to a point; thence N. 79-10 E., 237 feet to a point; thence S. 82-20 E., 415 feet to an old iron pin, corner W. S. Edwards land; thence S. 32-16 E., 160.3 feet to a maple on or near bank of Mountain Creek; thence across said creek, S. 20-50 W., 560 feet to a R.O. Stump; thence S. 13-07 E., 58.8 feet to an old iron pin; thence S. 16-31 E., 130 feet to an old iron pin; thence S. 16-56 E., 182.2 feet to an old iron pin; thence S. 18-40 E., 356.7 feet to an old iron pin; thence S. 50-15 E., 476.5 feet to an iron pin; thence S. 8-05 W., along Barton line approximately 1343 feet to a point; thence N. 78-13 W., approximately 12.1 feet to an iron pin, northeasterly corner of Thomas Charles Black property; thence N. 78-13 W., 184.45 feet to an iron pin; thence S. 11-12 W., 261 feet to an iron pin; thence S. 74-15 E., 200 feet to an iron pin; thence running S. 23-42 E., 194.9 feet plus along a line parallel to and 12 feet Southwest of a similar line of T. Bartow Black to a point; thence running S. 37-04 E., 249 feet plus along a line parallel to and 12 feet Southwest of a similar line of T. Bartow Black to a point at or near the edge of Old U.S. Highway No. 29; thence running S. 52-38 W., 386.7 feet to the point of beginning, and contains 83.83 acres.

The within mortgage is junior in rank to a first mortgage covering the above described property given by James M. Henderson to Southern Bank and Trust Company recorded in the RMC Office for Greenville County, S.C., in Mortgage Book 1112, page 489, which has a present balance due in the sum of \$100,000.00.

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