

WHEREAS, Robert L. Flanagan, Jr., and Diane F. Flanagan,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. L. Banks

(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 -----

Twenty-three Thousand and No/100----- Dollars (\$23,000.00) due and payable in monthly installments of \$193.00, the first such installment to be paid on or before the first day of February, 1972, and a like amount on or before the first day of each and every month thereafter; said payments to be applied first to the payment of interest, balance to principal, with the promissors having the right to anticipate payment at any time without penalty, until paid in full;

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: monthly.

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, Grove Township, and about one mile east of the town of Piedmont, and known as the C. D. Eskew homeplace, and prior to that, the W. J. Payne and Emily L. Payne homeplace, and having, according to a survey made by J. A. Pickens, August 19, 1947, the following metes and bounds, to-wit:

BEGINNING at the corner of the southwest side of this tract, at an iron pin on the Piedmont-Grove Creek Road and common corners of this tract and the Henry L. Gantt tract, and running thence N 12-15 E, 401.2 ft. to an iron pin; thence N 77-15 W, 83.1 ft. to an iron pin; thence S 12-15 W, 2052ft. to an iron pin in the line of property of Gantt; thence N 77-30 W, 264 ft. to an iron pin; thence N 12-0 E, 204.6 ft. to an iron pin; thence N 77-15 W, 172 ft. to an iron pin; thence N 4-45 E, 1016.8 ft. to an iron pin; thence N 87-30 E, the common course of this tract, land of R. L. Simpson and land of R. B. Gresham, 1664 ft. to an iron pin; thence with the Gresham line, S 17-45 E, 669.9 ft. to an iron pin; thence S 59-0 W, 321.5 ft.; thence S 26-45 W, along the line of Nesbitt property, 970.8 ft. to a point; thence S 9-00 E, 367.6 ft. to the approximate center of Bessie Road; thence along the approximate center of said road S 89 W, 159.7 ft.; thence N 80-30 W, 260.7 ft.; thence N 5-0 E, 262.6 ft.; thence N 76-15 W, 44.9 ft.; thence S 35 W, 254.7 ft. to the approximate center of said road; thence N 62-15 W, 188.1 ft. to the point of beginning.

This is a purchase money 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.