

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
 COUNTY OF Greenville }

FILED  
 GREENVILLE CO. S. C.  
 FEB 18 10 21 AM '72  
 TO ALL WHOM THESE PRESENTS MAY CONCERN:  
 OLLIE FARNSWORTH  
 R. M. C.

MORTGAGE OF REAL ESTATE

WHEREAS, James E. Freeman

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. P. Traynham, Sr.

(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 FIVE HUNDRED AND NO/100THS- - - - - Dollars (\$3500.00 ) due and payable on demand, with the privilege to anticipate payment of all or any part at any time

with interest thereon from date at the rate of six (6%) per centum per annum, to be paid: on November 1 of each year

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 northwest side of U. S. Highway No. 29 (also known as Greenville-Piedmont Road) near Grove Station in Greenville County, S.C., and having, according to a survey made by Dalton and Neves Engineers, March, 1953, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of U. S. Highway No. 29 at corner of property of S. M. Capell and running thence along the northwest side of said highway, S. 42-25 W. 208.2 feet to an iron pin on the east side of said highway in the center of a county road; thence along the center of said county road, N. 52-0 W. 255.3 feet to an iron pin at corner of property of C. N. Pitmon; thence along the said Pitmon line, N. 42-25 E. 340.8 feet to an iron pin; thence along the line of property of S. M. Capell, S. 23-50 E. 278.6 feet to an iron pin on the northwest edge of U. S. Highway No. 29 to the beginning corner.

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.