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GREENVILLE CO. S. C.

BOOK 1224 PAGE 11

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 29 3 04 PM '72

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Wilton Earle Hightower, Carroll D. Hightower, James R. Hightower, William R. Hightower, Joseph R. Hightower and Mary E. Hightower

(hereinafter referred to as Mortgagor) is well and truly indebted unto Albert Douglas Hightower

(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 Two Thousand Eight Hundred and no/100-

Dollars (\$ 2800.00) due and payable
Cash down \$400.00 and a cash payment of \$600.00 on July 11, 1972; a cash payment of \$600.00 on January 11, 1973; a cash payment of \$600.00 on July 11, 1973; and a cash payment of \$600.00 on January 11, 1974. This note subject to being paid off in full without penalty at any time prior to January 11, 1974.

With interest thereon from date of the rate of January 11, 1974 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:

PARCEL NO. 1

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, Highland Township, on the South side of Highland Tigerville Road, having the following metes and bounds to-wit:

BEGINNING at a stake in the center of the road, now or formerly Smith and Guest corner and running thence S. 27 E. 15 chs. to a stake in a field; thence S. 15 W. 33.50 chs. to center of Packs Creek (Wild Cherry on bank); thence up said creek following meanders of the said creek as the line, 18 chs. to a stake in the crossing of the road of the said creek; thence N. 18-30 W. 8.50 chs. to a stake; thence N. 15 E. 9.00 chs. to a stake in the old road; thence N. 5 E. 14-25 chs. to a stake in old road; thence N. 7 E. 7-53 chs. to a stake; thence N. 4 W. 6-88 chs. to a bend in road; thence N. 2 W. 7-70 chs. to a stake in the Highland Tigerville road; thence with said road S. 78 W. 2.60 chs. to a bend; thence S. 80-30 W. 13.50 chs. to the beginning corner and containing 66.72 acres, more or less.

Being the same property conveyed to Albert F. Pitman by J. A. Lindsey and Emma Mitchell by deed dated November 21, 1923 and recorded on December 3, 1923 in the R.M.C. Office for Greenville County in Deed Book 82, at Page 304.

PARCEL NO. 2:

All that tract of land lying and being in Highland Township and Greenville County and in the State of South Carolina, having the following metes and bounds and courses and distances, known as a part of the old Harrison home tract.

BEGINNING on a stake on the line now or formerly of Smith and running thence N. 27 W. 4.90 to a pin in road; thence down said road, S. 68 W. 8.65 to a point in road; thence S. 29 W. 4.90 to a pin in corner; thence N. 63 E. 8.40 to a stone, the beginning corner, containing 4 acres, more or less and joined by lands now or formerly of M. T. Smith and others.

Being the same property conveyed to A. L. Pittman by A. J. Pruitte by deed dated March 25, 1931 and recorded on March 26, 1931 in the office of the R.M.C. for Greenville County in Deed Book 157 at Page 520.

LESS HOWEVER, All that piece, parcel or lot of land in Highland School District No. 13, Greenville County, State of South Carolina, excepted from Parcel No. 1 and/or Parcel No. 2 and described as follows:

BEGINNING at Pine Stump, now or formerly Smith's corner and running with the line now or formerly of Smith, 11 rods to white oak stump in woods, n.m.; thence new line in an easterly direction 9 rods to an iron pin, new corner; thence new line in southern direction 12 rods to pin n.c.; thence with line now or formerly of Smith 8 rods to beginning corner, containing 97 3/4 square rods or 6/10 of an acre, more or less. Bounded by property now or formerly of M. T. Smith on two lines and property now or formerly of A. L. Pittman on new lines.

Being same property conveyed by A. L. Pittman to E. M. Smith by deed dated December 6, 1937 and recorded on November 11, 1938 in the office of the R.M.C. for Greenville County in Deed Book 206, at Page 449.

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.