

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

FILED

GREENVILLE (CO. S.C.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 3 11 00 AM '72

WHEREAS, GEORGE L. OLLIE EARNSWORTH
COLLEMAN JR.
R.H.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSIAH K. BATES

(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-five thousand and no/100----- Dollars (\$ 25,000.00) due and payable \$2,500.00 plus interest on September 1, 1972, and \$2,500.00 plus interest the first day of March, 1973, and \$2,500.00 plus interest the first of each March and September thereafter until paid in full,

with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid:

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, containing 41 acres, more or less, according to a plat of the property of Ada Peterson and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Williams Road and the intersection of Tubbs Mountain Road and running thence along the center of said Williams Road, South 71-15 West 2,038 feet, more or less, to an iron pin; running thence South 19-00 East 670 feet, more or less, to a stone; running thence North 87-00 East 641.5 feet to a stone; running thence North 85-45 East 863.3 feet to a stone; running thence North 88-00 East 613.8 feet to an iron pin in center of Tubbs Mountain Road; running thence along the center of said road, North 18-00 West 1,201.2 feet to an iron pin, the beginning corner.

The mortgagee agrees to release from the lien of this Mortgage certain parcels of land from the secured property described above as the Mortgagor might from time to time request to be released.

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.