

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MAR 28 1 08 PM '72
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Everette M. Lail and Vergie P. Lail

(hereinafter referred to as Mortgagor) is well and truly indebted unto William G. Cox

(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 Six Thousand, (\$6,660.00) ~~-----~~
Six Hundred Sixty and 00/100 Dollars ~~XXXXXXXXXXXXXX~~ due and payable

in monthly installments of One Hundred (\$100.00) Dollars per month beginning on the 25 day of April, 1972, and continuing on like day of each month thereafter until paid in full. Payment to be applied first to interest and balance to principal

with interest thereon from date at the rate of Six (6%) 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, ~~Town of Mauldin,~~ containing four (4) acres, more or less, and being designated as the William G. Cox property on a plat by C. O. Riddle, Registered Land Surveyor, dated February 29, 1972, and being more particularly described in accordance with said Plat, to-wit:

Beginning at an iron pin in the center of a road known as Fowler Circle and running along the joint line with the property of David M. Adams, S. 69 - 30 W. 625.7 feet to an iron pin; thence along a joint line of the property of the grantor herein, S. 62 - 10 E. 714.2 feet to an iron pin in the center of Ashmore Bridge Road; thence along the center of said Road, N. 31 - 26 E. 33.85 feet to a point; thence leaving said Road and continuing along a road known as Fowler Circle, N. 7 - 28 E. 200.1 feet to a point; thence N. 4 - 12 W. 100 feet to a point; thence N. 21 - 32 W. 100 feet to a point; thence N. 18 - 57 W. 140.35 feet to the point of beginning.

This property is conveyed subject to easements, rights-of-way and restrictions of record.

This property is the same property this day conveyed to the Mortgagors by the Mortgagee, by deed to be recorded simultaneously herewith.

HOWEVER, this mortgage will be subordinate to a mortgage to be secured for construction of a dwelling on that portion of the property hereinafter described. This mortgage will be subordinate, however, only to that portion of the property which is described as follows:

Beginning at a point in the center of Fowler Circle, said point lying S. 18 - 57 E. 50 feet from the beginning point of the above described property, running thence S. 69 - 30 W. 315.4 feet to a point; thence S. 19 - 58 E. 150 feet to a point; thence N. 69 - 30 E. 315.4 feet to a point in the center of Fowler Circle; thence along the center of Fowler Circle N. 21 - 32 W. 59.65 feet to a point; thence continuing along said Fowler Circle N. 18 - 57 W. 90.35 feet to the point of beginning, and containing one acre more or less.

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