

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHESTER & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
COUNTY OF LAURENS

GREENVILLE CO. S. C.

MAY 28 4 30 PM '77
OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN ALBERT MIZE

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. R. RICHARDSON, JR.

(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 NINE THOUSAND SIX HUNDRED and no/100----- Dollars (\$ 9,600.00) due and payable

as provided in said Note of even date herewith,

with interest thereon from date at the rate of 7 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 tract of land situate, lying and being in Greenville County and Laurens County, South Carolina, containing 245 acres as shown on a Plat entitled "Property of L. R. Richardson, Jr." with said Plat having been made by John C. Billingsley, Surveyor, dated 1957, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 47, Page 187, and in the Clerk of Court's Office for Laurens County, South Carolina in Plat Book 28, Page 161, with said property being bounded on the North and East by West Virginia Pulp and Paper Corporation and Knight, on the North and West by West Virginia Pulp and Paper Corporation and Saluda River and on the South by the Saluda River and a ranch, reference to which Plats is hereby craved for the metes and bounds thereof.

The within Mortgage is junior in lien and subordinate to that certain Mortgage of even date herewith in favor of the Federal Land Bank of Columbia recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1235, Page 08, and in the Office of the Clerk of Court's Office for Laurens County, South Carolina in Mortgage Book 230, Page 99.

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.