

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

STATE OF SOUTH CAROLINA } GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE } MAY 31 4 21 PM '72 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH R.H.C.

WHEREAS, JAMES T. HOLTZCLAW & FRANCES B. HOLTZCLAW

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

of Berea Hardware & Gifts, Inc.,

(hereinafter referred to as Mortgagee) as evidenced by the promissory note/ of even date herewith, the terms of which are incorporated herein by reference, in the sum of Fifteen Thousand and No/100-----

Dollars (\$15,000.00) due and payable

in monthly installments in the sum of \$298.79 each commencing on the 1st day of July, 1972, and on the 1st day of each month thereafter until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of 7 & 1/4 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 piece, parcel or tract of land together with all buildings and improvements thereon, situate, lying and being on the Northern side of Fernwood Drive (now known as Lakeview Drive) near Fairview Baptist Church, in Chick Springs Township, near the City of Greer, Greenville County, South Carolina, being shown and designated as 1.49 acres and 2.8 acres on a Plat of the Property of James T. Holtzclaw dated April 21, 1964, made by J. Q. Bruce, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the corner of property of Giles Bramlett on the Northern side of Fernwood (Lakeview) Drive, and running thence N. 4-33 E., 612.1 feet to an iron pin; thence S. 87-00 E., 100 feet to an iron pin; thence S. 74-25 E., 187.2 feet to an iron pin on a proposed road; thence along said proposed road and property now or formerly owned by W. P. Johnson, S. 6-04 W., 453.3 feet to an iron pin; thence continuing with said line, S. 20-11 W., 165.5 feet to an iron pin at the intersection of said Road with Fernwood Drive; thence along the Northern side of Fernwood (Lakeview) Drive, N. 70-15 W., 132.5 feet to an iron pin; thence continuing along the line of said Drive, N. 6-04 E., 5.9 feet to an iron pin; thence continuing along said side of said Drive, N. 85-30 W., 100 feet to an iron pin, the beginning corner, being the same property conveyed to the Mortgagors herein by deed of Giles L. Bramlett recorded in the RMC Office for said County and State in Deed Book 748, page 39, and by deed of W. P. Johnson recorded in the RMC Office for said County and State in Deed Book 748, page 434.

The above described property is shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book GGG, page 97.

A portion consisting of a lot at the Southeastern corner of the above described property is subject to a first mortgage given by the Mortgagors herein to the Bank of Greer in the original sum of \$15,000.00 dated November 14, 1968, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1109, page 403.

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.

For Release of 1.49 Acres + 2.8 Acres per Plat of J. T. Holtzclaw 1964-5 page 163