

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

AUG 4 12 26 PM '73

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE
R.M.C.

BOOK 1243 PAGE 609

WHEREAS, John G. Cheros, Alonzo M. DeBruhl and Lloyd G. Boyer

(hereinafter referred to as Mortgagor) is well and truly indebted unto Pallie T. Jones & Grady M. Jones, as Executors Under the Will of Grover C. Jones, or the survivor of them in said capacity,

(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 Thousand Six Hundred Fourteen and No/100 -- Dollars (\$ 20,614.00) due and payable

in ten equal annual principal installments, beginning August 3, 1973; plus interest on the unpaid balance at the rate of seven (7%) percent, to be computed and paid with each annual installment

with interest thereon from date at the rate of seven per centum per annum, to be paid: as set forth above

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 42.69 acres, shown on plat entitled "Survey for John G. Cheros", prepared by Piedmont Engineers & Architects, dated July 1, 1972, recorded in Plat Book 4T at Page 5 in the RMC Office for Greenville County.

It is anticipated that the subject property will be subdivided, and the Mortgagee agrees to release portions of said property on the basis of one acre released for each \$600.00 paid on the principal. Mandatory payments to entitle Mortgagors to release of property on the same basis as prepayment. The Mortgagors reserve the privilege to anticipate payment in whole or in part in any amount at any time.

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.