

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA Aug 16 4 35 PM '72

BOOK 1245 PAGE 171

COUNTY OF Greenville ELIZABETH RIDDLE

MORTGAGE OF REAL ESTATE

R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joe W. Hiller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Martha S. Scott

(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 Thirty-eight Thousand Seven Hundred Ninety and 56/100-----Dollars (\$ 38,790.56 ) due and payable five (5) years from date with interest on the unpaid balance at seven (7%) per cent per year, interest being payable on January 1, 1973, and the first of each year thereafter until paid in full, borrower does hereby reserve the right of prepayment at any time within the five (5) years period without penalty,

with interest thereon from date at the rate of SEVEN per centum per annum, to be paid: yearly.

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, on the Western side of Altamont Road (formerly Paris Mountain Road) and being known and designated as Tract B and a portion of Tract A of the Property of Dorothy R. Young, and having according to a Plat thereof entitled Property of Martha S. Scott by H. C. Clarkson, Jr. dated December 12, 1965, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book LLL at page 117 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Altamont Road N. 83-24 E. 110 feet to an iron pin; thence S. 55-12 E. 100 feet to an iron pin; thence S. 52-10 E. 65 feet to an iron pin; thence S. 14-45 E. 100 feet to an iron pin; thence S. 4-53 E. 100 feet to an iron pin; thence S. 9-02 E. 108 feet to an iron pin; thence S. 4-27 W. 75 feet to an iron pin; thence leaving Altamont Road S. 71-52 W. 149 feet to an iron pin; thence S. 23-25 W. 30 feet to an iron pin; thence N. 66-35 W. 106.64 feet to an iron pin; thence N. 41-37 W. 68.2 feet to an iron pin; thence S. 83-53 W. 83 feet to an iron pin; thence S. 78-00 W. 100.24 feet to an iron pin; thence S. 84-47 W. 146.1 feet to an iron pin; thence N. 21-00 W. 215.7 feet to an iron pin; thence N. 58-42 E. 465 feet to the point of beginning, being six (6) acres more or less.

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.