

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

BOOK 1252 PAGE 497

MORTGAGE OF REAL ESTATE

OCT 9 9 51 AM '72
ELIZABETH RIDDLE TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS,

Jack E. Shaw

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

V. C. Arnette

(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 Seventy-Seven Thousand Five Hundred and No/100

Dollars (\$ 77,500.00) due and payable

February 1, 1973.

with interest thereon from _____ date _____ at the rate of Five (5%) per centum per annum, to be paid: at maturity

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, situate, lying and being on Old Spartanburg Road, and being shown on a Plat of Property of E. W. Peden, recorded in the R. M. C. Office for Greenville County, in Plat Book VVV, at Page 13, containing 13.81 acres, more or less, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at a point in the center line of the Old Spartanburg Road and running thence along the center line of said Road N. 45-54 E., 209.2 feet to a nail and cap; thence continuing along the center line of said road, N. 44-17 E., 388.7 feet to a nail and cap; thence continuing along the center line of said Road, N. 43-24 E., 137 feet, more or less, to a point in the center line of said road; thence turning and running S. 44-38 E., 25 feet to an iron pin, the edge of said Road; thence continuing S. 44-38 E., 175 feet to an iron pin; thence turning and running N. 43-24 E., 150 feet to an iron pin; thence turning and running S. 44-38 E., 426.1 feet to an old iron pin; thence turning and running S. 12-58 W., 492.8 feet to an old iron pin; thence turning and running N. 74-46 W., 1196.1 feet to the edge of the Old Spartanburg Road; thence turning and running N. 40-51 W., 33 feet to a point in the center line of the Old Spartanburg Road, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.