

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, John E. Roberts

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. G. Garner, Jr. and Martha P. Garner

(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 Four Hundred and No/100

Dollars (\$ 9,400.00) due and payable

as follows: \$4,700.00 on or before June 30, 1973, and the balance due and payable on or before June 30, 1974, with the right to anticipate payment in full at any time without penalty

with interest thereon from date at the rate of 6-1/2 per centum per annum, to be paid annually.

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, and on the southeastern side of Meece Bridge Road and being shown as the property of John Roberts on a recent survey by Carolina Surveying Company dated March 16, 1972 and recorded in the RMC Office for Greenville County in Plat Book 45 at Page 42, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point in the center of Meece Bridge Road, common corner of the within described tract and that now or formerly of Moore and running thence N.82-28 E. 1090.3 feet to an Iron pin; thence S.20-20 E. 36. 2 feet to an Iron pin; thence S.24-10 W. 1522.5 feet to an Iron pin; thence N.18-30 W. 343.2 feet to an Iron pin; thence N.89-30 W. 1023.0 feet to a point in the center of Meece Bridge Road; thence with the center line of Meece Bridge Road N.37-04 E. 742.3 feet to a point; thence continuing with the center line of Meece Bridge Road N.33-55 E. 182.6 feet to a point; thence continuing with the center line of Meece Bridge Road N.29-22 E. 230.1 feet to 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.