

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE, CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1271 PAGE 359

REGULATION NO. 22  
COMPLIED WITH  
WHEREAS, *vet*

MAR 2 12 11 PM '73  
DONNIE S. TANKERSLEY  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Joe W. Hiller

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

(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 Forty-six Thousand and no/100 Dollars (\$ 46,000.00 ) due and payable

in three (3) installments, the first payment being due January 5, 1974, in the amount of \$16,000.00, second payment due January 5, 1975, in the amount of \$15,000.00, last payment due January 5, 1976, in the amount of \$15,000.00, with rights of anticipation reserved,

with interest thereon from date at the rate of SEVEN 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, in Grove Township, and having, according to a plat of the Property of Alberta Barre Elliott by Piedmont Engineering Service dated 8 October 1950 and to be recorded, the following metes and bounds:

Beginning at a rock, now or formerly a corner of Tract #6 of Griffin Land and running thence along line of Cleland property N. 41-17 W. 1403.7 feet to and iron pin; thence along property of Ayers N. 71-23 E. 804.4 feet to a rock; thence N. 25 W. 75 feet to an iron pin on Reedy Fork Creek; thence with the creek as the line S. 66-39 E. 306.9 feet to a point in the center of the old Reedy Fork Road; thence with the center of the old Road the following courses and distances: N. 12-13 E. 217.4 feet; N. 34-05 E. 633.6 feet; N. 32-07 E. 348 feet to an iron pin on or near the Southeastern side of the new Reedy Fork Road; thence along the line of property now or formerly of Ashmore S. 4-51 E. 1415.7 feet to an iron pin; thence S. 27-39 E. 145 feet to a rock; thence S. 42-24 E. 730.3 feet to a W oak; thence S. 6-50 E. 152.8 feet to a rock; thence S. 35-14 E. 174.6 feet to an iron pin; thence S. 12-02 E. 341 feet to an iron pin; thence S. 61-19 W. 398.4 feet to a rock; thence crossing Reedy Fork Creek N. 71-24 W. 237.3 feet to a rock; thence N. 22-48 W. 1155.1 feet to a rock; thence S. 43-23 W. 770 feet to the point of beginning and containing 56.4 acres more or less. LESS, however, that piece of property conveyed to Henry R. Franks, et al, by deed recorded in Deed Book 501 at page 512 dated June 19, 1954, containing 10.11 acres more or less; AND LESS that piece of property conveyed to George Barre recorded in Deed Book 606 at page 268 dated September 7, 1958, being 6 acres, more or less.

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.