

MORTGAGE OF REAL ESTATE Prepared by CLARENCE E. CLAY, Attorney at Law, Greenville, S. C.
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, We, Drough R. Evins and Grady L. Stratton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leonard W. England and Helen M. England

(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 Fifty-six Thousand and Five Hundred & no/100 ---

Dollars (\$ 56,500.00) due and payable in ten consecutive, equal annual installments of Five Thousand, Six Hundred and Fifty (\$5,650.00) & no/100 Dollars each, the first installment to become due one year after date, and a like installment to become due at the expiration of each and every year thereafter until this indebtedness and interest has been paid in full, with right to pay all or part of indebtedness at any time without penalty after two years from date. with interest thereon from date at the rate of Eight per centum per annum, to be paid: with each annual installment.

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 O'Neal Township, on the southern side of Old Little Texas School, containing 55 acres according to a survey made by Carolina Engineering & Surveying Co., entitled "Survey for Leonard W. England, " dated March 8, 1971, to be recorded, and having, according to said survey, the following courses and distances, to-wit:

BEGINNING at a bolt at the intersection of county road bordering W. O. Groce property, and road bordering Old Little Texas School property, and running thence N. 70-50 E. 84.1 feet to bolt; thence continuing with center of said road, S. 89-39 E. 308.7 feet to bolt in center of State Park Road; thence with center of State Park Road, S. 57-11 E. 278.8 feet to tack; thence continuing with center of said road, S. 50-20 E. 393.3 feet to spike; thence with Batson line, S. 40-22 W. 317.8 feet to old iron pin; thence with Batson line, S. 62-42 E. 357 feet to old iron pin; thence continuing with Batson line, S. 44-31 W. 1125.4 feet to old iron pin; thence continuing with Batson line, S. 8-29 E. 445.9 feet to iron pin; thence with property of Mountain View Acres, N. 85-53 W. 1242.8 feet to iron pin in center of county road bordering Perry Estate lands; thence with center of said road, N. 4-40 E. 469.2 feet to iron pin; thence continuing with center of said road, N. 12-48 E. 227.7 feet to point; thence N. 20-08 E. 514.2 feet to tack; thence continuing with center of said road, N. 69-32 E. 298.6 feet to tack; thence continuing with center of said road which borders W. O. Groce property, N. 62-02 E. 289.9 feet to tack; thence continuing with the center of said road, N. 71-18 E. 169.3 feet to bolt; thence N. 25-01 E. 83.6 feet to spike; thence continuing with center of said road, N. 10-03 W. 298.3 feet to the point of beginning.

And being the same property conveyed to the mortgagors herein by deed of mortgagees herein to be recorded herewith.

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.