

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
COMPLIANCE
FILED
GREENVILLE CO. S. C.
7 10 18 AM '73
DONNIE S. TANKERSLEY
R.H.C.

BOOK 1272 PAGE 811

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James W. Melton, Frederick F. Melton and R. J. Melton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Henry M. Oakley and Trudi H. Oakley

(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
24 months hereafter Dollars (\$6,000.00) due and payable

with interest thereon from date at the rate of 6% 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

All that piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, containing 1.90 acres, more or less, as shown on plat of "property of Hazel W. Melton", dated December 28, 1970, prepared by C. O. Riddle, RLS, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 41 at Page 15 and being more fully described according to said plat as follows:

Beginning at an old iron pin on the Eastern edge of Augusta Road (U. S. 25) and running thence along a line of Chevy Chase Subdivision N. 89.20 E. 116.3 feet to an old iron pin; thence continuing along a line of said Subdivision S. 67-57 E. 283.9 feet to an old iron pin; thence continuing along a line of said Subdivision N. 77.32 E. 195.8 feet to an old iron pin; thence along a line of Lois Ila Gilliam S. 10.43 W. 92.9 feet to an iron pin; thence along a line of Lois Ila Gilliam S. 77.32 W. 503.2 feet to an old iron pin on the Eastern edge of Augusta Road; thence along the Eastern edge of Augusta Road N. 12-28 W. 93.95 feet to an old iron pin; thence continuing along the Eastern edge of Augusta Road N. 13-46 W. 176.05 feet to the beginning corner and being a portion of the land of which F. W. Gilliam died seized and possessed.

This property is subject to existing easements, restrictions and rights-of-way upon or affecting said property.

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.