

MORTGAGE OF REAL ESTATE - Prepared by **FILED** **GREENVILLE CO. S. C.** **WILEY, Attorneys at Law, Greenville, S. C.**

BOOK 1278 PAGE 847

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUN 29 12 54 PM '73

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DOHNIE S. TANKERSLEY
R.M.C.

TOMMY NELSON BOYCE

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

JAMES C. BOYCE

(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 -----

---THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ----- Dollars (\$ 3,750.00) due and payable
\$1250.00 one year from date, plus interest at 0 %; \$1250.00 two years from date, plus
interest at 0 %; and \$1250.00 three years from date, plus interest at 0 %.

with interest thereon from _____ date _____ at the rate of 10 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, being located on the Southerly side of Georgia Road, and having, according to plat entitled "Property of Tommy Nelson Boyce", dated August 1970, prepared by C. O. Riddle the following metes and bounds, to wit:

BEGINNING at an iron pin in Georgia Road and running thence with Georgia Road S. 87-48 W., 178 feet to an iron pin; thence S. 13-53 W., 21.6 feet to an iron pin; thence S. 87-09 W., 44.1 feet to an iron pin; thence S. 89-17 W., 41 feet to an old iron pin; thence S. 12-13 W., 459 feet to an old iron pin; thence S. 69-34 E., 69 feet to an old iron pin; thence S. 14-16 W., 237.5 feet to an old iron pin; thence S. 89-01 E., 126.1 feet to an old iron pin; thence S. 84-09 E., 186 feet to an iron pin in branch; thence N. 5-46 W., 213 feet to a point; thence N. 21-19 W., 105.6 feet to a point; thence N. 6-39 W., 55.2 feet to a point; thence N. 11-04 E., 45.0 feet to a point; thence N. 13-01 W., 58 feet to a point; thence N. 41-00 E., 45.3 feet to a point which point is located S. 87-50 W., 16 feet from an old iron pin; thence with present property of grantee herein along the center line of branch, the meanders of which are as follows: N. 29-05 E., 112.5 feet to a point; thence N. 10-18 E., 104.1 feet to a point; thence N. 1-18 W., 51.4 feet to an iron pin in Georgia Road, the beginning corner.

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 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.