

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
STATE OF TEXAS
COUNTY OF MADISON)

Jul 10 4 58 PM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES C. BALLARD, JR. AND LELA REA BALLARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. D. OVERSTREET AND MYRNA T. OVERSTREET

(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 -----

ELEVEN THOUSAND AND NO/100THS----- Dollars (\$11,000.00--) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE at the rate of NINE(9%) per centum per annum, to be paid:SEMI-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, containing 8.24 acres, more or less, as shown on a plat of J. C. Phillips Property, prepared by Terry T. Dill, RLS, on August 7, 1962, and having the following courses and distances:

BEGINNING at a point in the center of Phillips Road, and running thence S. 5-20 E. 790 feet to an iron pin; thence N. 86-08 W. 524 feet to an iron pin; thence N. 8-30 E. 366 feet to an iron pin; thence N. 0-15 W. 236 feet to an iron pin; thence N. 17-49 W. 226 feet to the center of said Road; thence along said Road S. 82-28 E. 468 feet to the point of beginning.

THE Above mentioned plat is recorded in the RMC Office for Greenville County in Plat Book 4-0 at Page 135.

ALSO, ALL that certain piece, parcel or lot of land located in Madison County, State of Texas, containing 57.64 acres, more or less, in the Sheldon Allton Lease in Abstract Two, being the Northern portion of the 69.49 acres, more or less, described in a deed from Victor Harrold to Frank Weathers, dated April 14, 1970, as recorded in Deed Volume 184 at Page 96 in Madison County, Texas.

IT is understood that this Mortgage constitutes a second mortgage, and the same is junior to certain mortgages in favor of The Federal Land Bank of Columbia and The Federal Land Bank of Houston, as recorded in Greenville County, South Carolina, and Madison County, Texas. THIS mortgage is executed in duplicate for the purpose of separate recordation in said Counties and States, and a satisfaction of either executed copy hereafter shall constitute a satisfaction of the debt secured hereby.



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.

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