

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Harry O. Yearick

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

Hartwell Properties Associates

(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 Eighty Thousand and No/100

Dollars (\$ 80,000.00) due and payable

according to the terms of that certain agreement dated March 1, 1975, between Hartwell Properties Associates as Seller and Harry O. Yearick as Purchaser.

~~with interest thereon from~~

~~at the rate of~~

~~percentum per annum, to be paid~~

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, on the northeastern side of S. C. Highway No. 291, near the City of Greenville, and is shown as a portion of the property of W. N. Leslie, Inc. and Charles R. Wellons by plat prepared by Carolina Engineering & Surveying Co., May 10, 1965, and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of S. C. Highway No. 291 at the joint front corner of this tract and property of Oliver Greene which point is 2032 feet northerly of the intersection of 291 By-Pass and Wade Hampton Boulevard and running thence with S. C. Highway No. 291, N. 40-26 W. 200 feet to an iron pin; thence continuing with said highway, S. 49-34 W. 50 feet to an iron pin; thence continuing with said highway, N. 40-26 W. 100 feet to an iron pin; running thence through the tract, N. 52-47 E. 255.3 feet to an iron pin; running thence N. 64-02 E. 372.3 feet to an iron pin on the western side of White Oak Road; running thence with the western side of White Oak Road, S. 15-53 E. 37 feet to an iron pin; thence continuing with said road, S. 6-36 E. 238 feet to an iron pin in the property line of Oliver Greene; running thence with the Greene property, N. 86-28 W. 319.5 feet to an iron pin; thence continuing with Greene property, S. 4-30 W. 267.5 feet to an iron pin, point of beginning.



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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