2021 1342 PACE 253

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HERBERT C. WELLMAN AND ELLEN S. WELLMAN,

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. YATES JOHNSON AND ANNA D. JOHNSON,

(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 FOUR THOUSAND SIX HUNDRED AND NO/100 (\$4,600.00)

DOLLARS,

Endian SEXXXXXXXXXXXIIue and payable

as per the terms of the Promissory Note of even date herewith,

with interest thereon from date

at the rate of Eight per centum per annum, KXXXXXX

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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

PARCEL I. All those lots, pieces or parcels of land known and designated as Lots Nos. 67 and 68 of Plat No. 1 of the property of the Tryon Development Company, known as Lake Lanier, made by George Kershaw, C.E., and duly recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book G, page 41.

PARCEL II. All that certain piece or parcel of land in the Lake Lanier Subdivision, Glassy Mountain Township, Greenville County, South Carolina, lying, being and situate on the south side of East Lake Shore Drive and being more particularly described as follows: BEGINNING at an iron pin on the south side of East Lake Shore Drive, said iron pin bearing S35-09W 31.8 feet from the front corner of lots 68 and 69 in the Lake Lanier Subdivision, running thence S25-33W 9.2 feet to an iron pin at the edge of the waters of Lake Lanier, running thence along the edge of the waters of Lake Lanier S89-12W 22.9 feet to an iron pin; running thence N27-13E 18.5 feet to an iron pin on the south side of East Lake Shore Drive; running thence S66-57E 20 feet to an iron pin, being the point of Beginning. Reference is hereby made to plat made by H. B. Frankenfiled, Jr., dated July 19, 1956. Reference is also made to plat made for Tryon Development Company by George Kershaw, C.E., dated 1925, and duly recorded in the RMC Office for Greenville County.

It is understood and agreed that this is a junior lien to that of Tryon Federal Savings and Loan Association of Tryon, North Carolina.

The Mortgagors reserve unto themselves, their heirs and assigns for a period of five (5) years from the date hereof, the unconditional use of the boathouse and beach situate on Parcel II aforesaid, to store and use boating equipment, dock facilities and reasonable recreational activities









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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

1328 RV.2

Œ