

UNRECORDED

6 2 1975

1353 1

STATE OF SOUTH CAROLINA  
COUNTY OF

EDDIE LEE HENDRIX  
MORTGAGEE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Anthony A. Miller

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leonard S. Hendrix and Eddie Lee Hendrix

(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

Fourteen Thousand and NO/100----- Dollars (\$ 14,000.00 ) due and payable in equal monthly installments of One Hundred Thirty-Seven Dollars and Eighty-Seven (\$137.87) Cents each, commencing on the 15th day of October, 1975, and on the 15th day of each and every month thereafter, until paid in full,

with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: monthly

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, Cleveland Township, lying and being on School House Creek, near Gap Creek Road, as shown on Property Plat Redrawn, surveyed and compiled for Lehman A. Moseley, Jr., et al, by R. K. Campbell, Engineer, dated February, 1959, recorded in the R. M. C. Office for Greenville County, South Carolina in Flat Book "QQ", at Page 41, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in a dogwood stump 328 feet Northwest of the center of Gap Creek Road at the West front joint corner of this property and property belonging to or formerly belonging to William Johnson, at which point is situate on School House Creek where the same crosses the common boundary between the William Johnson line and this tract, and running thence N. 28-30 E. 196.4 feet to an iron pin by Sweet Gum; running thence No. 7 - 0 E. 377.4 feet to a Sweet Gum X3; thence N. 29-15 E. 412.5 feet to a stone; thence N. 36-0 W. 686.4 feet to a point 165 feet Southeast of a Hickory 3XOM; thence approximately S. 33-0 W. 1016.4 feet more or less to a point in the line of property formerly belonging to William Johnson (now property belonging to Lesten Johnson in November, 1966), which point is 378 feet S. 45-0 W. from the original corner with the William Johnson land and Saluda Lumber Company land; running thence S. 45-0 E. 691.2 feet to an iron pin and a dogwood stump on the bank of the School House Creek, the point of beginning and containing ten (10) acres, more or less.



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.

9999

4328 RV-2