

JAN 22 3 19 PM '76

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JOHNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, We, Thomas E. Clark and Linda B. Clark

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. Clark

(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, Two Hundred Twenty-Five & No/100 Dollars (\$ 4,225.00) due and payable \$50.00 per month commencing one month from date and continuing at the rate of \$50.00 per month for 12 months; at which time an additional sum of \$600.00 shall be paid and said payments to continue in this manner until paid in full PLUS INTEREST date at the rate of 5% per centum per annum, to be paid: ANNUALLY with interest thereon from

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 1.69 acres according to a survey of the property of J. W. Clark made by C. O. Riddle, September, 1975, and having according to said plat the following courses and distances, to wit:

BEGINNING at iron pin at joint rear corner of 1 acre tract heretofore described in deed and 6.25 acres as shown on said plat and running thence S. 80-45 E. 371.6 feet to iron pin; running thence along line of property now or formerly of Ada Jones S. 7-50 W. 134.6 feet to iron pin; running thence S. 85-00 W. 426.7 feet to iron pin at rear corner of 0.46 acre tract; running thence S. 7-43 E. 100 feet to line of 1 acre tract; running thence N. 85-00 E. 70 feet to iron pin; running thence N. 9-15 E. 127.1 feet to iron pin, 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.

0.666

4328 RV-23