

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
JUN 24 11 37 AM 1976
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. B. HENRY, SR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CALLIE W. WHITTAKER

(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 -----

THIRTY-FIVE THOUSAND AND NO/100THS-----Dollars (\$35,000.00--) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE at the rate of SEVEN per centum per annum, to be paid: 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, in Austin Township, containing 42 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at center of Gilder Creek on bridge and running S. 24 E. 7.80; thence S. 28-30 E. 4.55; thence S. 37-30 E. 1.50; thence S. 4.30 W. 1.05; thence S. 30-30 E. 2.43; thence S. 30 E. 7.17 to stone; thence N. 68-15 E. 6.15 to stone; thence N. 17-30 E. 6.70 to stone; thence N. 18 1/8 W. 20.16 to stone; thence N. 22 1/8 W. 20.16 to stone; thence N. 22 1/8 W. 1.60 to center of creek; thence N. 51-45 E. 2.55 to mouth of branch; thence up said branch, N. 86-45 E. 12.65; thence S. 47-50 E. 5.50 to Birch tree.; thence N. 66 E. 5.91 to center of creek; thence S. 40-30 E. 4.58; thence S. 45-45 E. 6.12; thence N. 80 E. 3.35 to beginning corner and being bounded by lands of Fred Knight on the East; Mrs. Nell Lyons on the South; Paul Jones on the West and W. E. Reid on the North; LESS, HOWEVER, that portion of property conveyed by R. M. Whittaker to T. B. and Sue W. Henry in Deed Book 972, Page 938, RMC Office for Greenville County, and LESS, HOWEVER, that portion conveyed to William Rex Howard in March 1974 as shown in Deed Book 996 at Page 354, LESS, HOWEVER, that portion sold to G. A. Roberts in Deed Book 996, Page 355.

3.14.00



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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