

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
DEC 1 4 43 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

1354 287

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

WHEREAS, GEORGE NICHOLSON and FREDDIE M. NICHOLSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto WILLARD E. DARBY

(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

TEN THOUSAND AND No/100

Dollars (\$ 10,000.00 ) due and payable

in equal monthly installments of One Hundred Twenty-One and 33/100 (\$121.33) dollars per month for ten (10) years with the right to pay-off at anytime without penalty for pre-paying, the first said monthly installment of \$121.33 to be due and payable on the first day of January, 1977, and a like amount on the first day of each and every month thereafter until the entire amount has been paid. With interest thereon from the date hereof to the date of payment to be paid as set out in the above mentioned promissory note and executed this day by George Nicholson and Freddie M. Nicholson.

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.

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All that certain piece, parcel or lot of land situate, lying and being in Oaklawn Township, Greenville County, State of South Carolina, containing 10.55 acres, more or less, as shown on an unrecorded plat of George Nicholson prepared by Carolina Surveying Company on July 6, 1976 and having according to said plat the following metes and bounds, to wit:

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BEGINNING at an iron pin on or near Donald Road and the Paul and Annie Mae Evans property, and running thence N. 26.34 W. 464.7 feet to an iron pin; thence N. 33-30 E. 598.0 feet to an iron pin; then N. 10-35 E. 579.7 feet to an iron pin; thence N. 70-54 W. 50 feet to an iron pin; thence along the line of property belonging to Luther B. Pinson N. 23-08 E. 284.8 feet to an iron pin; thence along the line of property belonging to Glenn R. Kay N. 22-52 E. 285.1 feet to an iron pin; thence S. 87-38 E. 120.9 feet to an iron pin at the corner of property belonging to Richard T. Donald; thence along the Donald line S. 13-21 E. 424.4 feet to an iron pin; thence along the line of property owned by Calvin Pinson S. 35-05 W. 219.5 feet to an iron pin; thence along the line of the Pinson property S. 0-02 W. 180.4 feet to an iron pin; thence S. 53-12 E. 48.1 feet to an iron pin at or near Donald Road; thence along Donald Road S. 37-29 W. 213.3 feet; thence S. 37-22 W. 140 feet; thence S. 28-41 W. 118 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed to be recorded herewith in the RMC Office for Greenville County on Deed Book 1047 at Page 74.

This property is conveyed subject to restrictions and easements or rights of way, if any, of record.

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STATE OF SOUTH CAROLINA  
RECORDING TAX COMMISSION  
DOCUMENTARY  
STAMP  
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FB. 11218

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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