

REC 9 3 37 PM '78
DONNIE S. TANKERSLEY
GREENVILLE CO. S. C.

1384 801

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, WINSTON S. COX,

4 7 1 7
is hereby bound to as Mortgagee is well and truly indebted unto KATHLEEN D. NIX, LEONARD D. NIX, JR. & JOYCE NIX POOLE,

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 **ELEVEN THOUSAND FIVE HUNDRED AND NO/100-----**

----- Dollars \$ 11,500.00

in two (2) years at \$5,750.00 per year with right to anticipate payments in full or in part without penalty and with the first payment to be one year from date hereof,

with interest thereon from _____ date _____ at the rate of $7\frac{1}{2}\%$ 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

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NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and any other and further sums to 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 Mortgagee, well and truly paid by the Mortgagor 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:

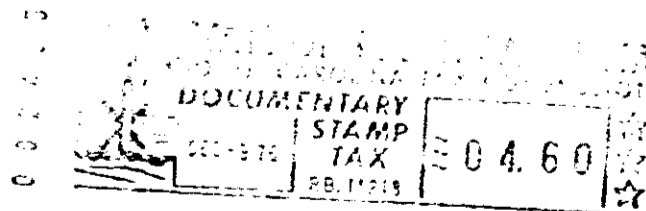
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**, containing 20.09 acres as shown on plat of property of Winston Cox in Bates Township according to a survey made by Terry T. Dill, November 30, 1976, said plat being recorded in the RMC Office for Greenville County in Plat Book 52, at page 19, and having according to said plat the following courses and distances, to wit:

BEGINNING at an iron pin at or near a County Road and running thence through and along said County Road S. 89-09 E. 200 feet; thence continuing with said road S. 89-25 E. 120 feet; thence continuing with said road N. 78-28 E. 110 feet; running thence S. 60-00 W. 158 feet; running thence along property now or formerly of Townes S. 55-40 E. 920 feet; thence continuing along property now or formerly of Townes S. 26-42 W. 910.5 feet to iron pin; running thence N. 74-48 W. 505 feet to a branch; running thence with the branch as the line N. 16-16 W. 85 feet, N. 08-20 W. 165 feet, N. 07-30 E. 230 feet, N. 25-20 W. 70 feet to a spring; running thence N. 19-50 E. 139 feet; running thence N. 14-25 W. 618 feet to the beginning corner.

This being the same property conveyed to L. D. Nix in Deed Book 226, page 22, on September 28, 1940. Thereafter Leonard D. Nix, the one and the same as L. D. Nix, died testate on or about December 5, 1952, as shown in Probate Judge's File 616, page 6, devising all of his property to Kathleen Nix, his widow, Leonard D. Nix, Jr., his son, and Joyce Nix, his daughter, granting unto the widow, Kathleen Nix, a life estate in said property. She consents to this mortgage having conveyed her life interest in the within described property by deed recorded simultaneously with this mortgage.

That the holder of the mortgage agrees to release any properties requested by the purchaser upon the payment of \$825.00 per acre. Said acreage to be determined by a licensed surveyor, and any monies paid to the owners of the mortgage are to be applied to the next payment due on said mortgage.

It is agreed that at least a 50-foot right of way will be retained and not sold off so as to give ingress and egress to the back portion of said property.



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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