

STATE OF SOUTH CAROLINA

1387 992

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

2716 ALTAVIEW DRIVE

GREENVILLE, S.C.

BIRMINGHAM, ALA. 35243

242 PM '77

WHEREAS, We, WINSTON S. COX & BOYCE MILLER, JR.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto HAZEL H. ANDERSON & RUBY H. DAVIDSON

(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 ONE HUNDRED FIFTEEN THOUSAND AND NO/100 Dollars (\$115,000.00) due and payable

in the following manner: \$15,000.00 payable February 1, 1977, plus interest at 7%, and \$20,000.00 payable February 1, 1978, and each year thereafter for four years

with interest thereon from date at the rate of 7% 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, containing 78.8 acres according to a plat of the Property of Winston Cox in Saluda Township according to survey made by Terry T. Dill, December 30, 1976, and having according to said plat the following courses and distances:

BEGINNING on white line at edge of pavement of S. C. Highway 25 and running thence along said edge of pavement the following courses and distances, to wit: N. 04-12 E. 395 feet, N. 04-56 E. 100 feet, N. 06-44 E. 100 feet, N. 08-46 E. 100 feet, N. 10-47 E. 100 feet, N. 12-48 E. 100 feet, N. 14-46 E. 100 feet, N. 15-51 E. 400 feet, N. 14-19 E. 100 feet, N. 12-33 E. 100 feet, N. 10-45 E. 100 feet, N. 09-58 E. 1100 feet, N. 10-50 E. 100 feet, N. 13-53 E. 100 feet, N. 16-51 E. 100 feet, N. 20-13 E. 100 feet, N. 23-06 E. 100 feet, N. 24-12 E. 600 feet, S. 68-36 E. 39 feet, N. 21-24 E. 172 feet, N. 16-31 E. 74.6 feet, N. 15-25 E. 72 feet, N. 08-02 E. 322.8 feet to iron pin; thence turning and running N. 32-5 E. 159 feet to iron pin; running thence N. 85-37 E. 243 feet to hickory 3x; running thence N. 65-00 E. 159 feet; running thence S. 42-00 E. 759 feet to iron pin; running thence S. 12-41 W. 953 feet to old iron pin; running thence S. 56-27 W. 596 feet to old iron pin; running thence S. 34-00 W. 479 feet to iron pin; running thence S. 09-15 E. 779.5 feet to center of S. C. Highway 414; running thence along center or through Highway 414 S. 39-40 W. 158.2 feet; thence continuing with said road S. 37-30 W. 1232 feet; thence continuing with said road S. 41-33 W. 100 feet; thence turning and leaving said road S. 16-00 W. 213 feet to old iron pin; running thence S. 44-32 W. 306 feet to survey line on white line at edge of pavement of S. C. Highway 25, the beginning corner.

This mortgage is subject to the release clauses attached hereto and made a part of this mortgage, and subject specifically to the contract dated November 22, 1976, including the two-page addendum.

This is the identical property conveyed to the mortgagors herein by deed of Hazel Howard Anderson and Ruby Howard Davidson dated January 18, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1056 at Page 153, on January 27, 1977.

DOCUMENTARY

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.

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