

MORTGAGE - INDIVIDUAL FORM
GREENVILLE CO. S.C.
JOHN N. DILLARD, P.A., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BOOK 1397 PAGE 239

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROBERT W. JOHNSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto ANNIE PINSON KIRKWOOD

(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 Six Hundred and no/100ths

Dollars (\$ 4,600.00) due and payable

as set orth in said note,

with interest thereon from date at the rate of 7 per centum per annum, to be paid: monthly.

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 piece, parcel or tract of land, situate, lying and being off the northern side of Circle Road and on the southern side of the Enoree River, in Butler Township, Greenville County, South Carolina, being the rear portion containing 6 acres, more or less, of Tract No. 5 of the Fletcher Pinson Estate, made by Webb Surveying and Mapping Company, dated February, 1967, recorded in the RMC Office for Greenville County, S. C., in Plat Book PPP, page 145, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the line of Tracts 4 and 5, said point being located N. 30-24 E., along the common line of said tracts 806.3 feet from the common corner of said tracts on Circle Road, and running thence from said beginning point, N. 30-24 E., approximately 1000 feet to a point in the center line of the Enoree River; thence with the Enoree River as the line, the traverse line of which is S. 49-11 E., 253 feet to a point at the northeasternmost rear corner of Tract 5; thence S. 30-15 W., approximately 1000 feet to a new point on the common line separating Tracts 5 and 6 (said point being located N. 30-15 E., 646 feet from the common line of said tract and Circle Road); thence a new line through Tract No. 5 approximately N. 49-11 W., 253 feet to the point of begining.

ALSO: A strip 25 feet wide lying between the Circle Road and the immediately preceding described property and being a portion of the front part of Tract No. 5 of the Fletcher Pinson Estate, being more fully described as follows:

BEGINNING at a point in Circle Road at the joint front corners of Tracts Nos. 4 and 5 and running thence along the common line of said Tracts, N. 30-24 E., approximately 806.3 feet to a point on the immediately preceding described property; thence with the line of said property, approximately S. 49-11 E., 25 feet to a point; thence a new line through Tract No. 5, S. 30-24 W., approximately 800 feet to a point in the center line of Circle Road; thence with Circle Road, N. 79-49 W., 25 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of Annie Pinson Kirkwood, to be recorded simultaneously herewith.

Together with all and singular rights, members, herditaments, 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

4328 RV-2