

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NOV 4 3 55 PM '77  
JONNIE S. TARKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1414 PAGE 974

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOUGLAS GREEN and ADA G. GREEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. C. KENDRICK, JR., as Executor under the Last Will and Testament of Richard Clyde Kendrick, deceased, (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 Seventy Thousand and no/100ths

----- Dollars (\$ 70,000.00 ) due and payable as set forth in said note,

with interest thereon from date at the rate of 8 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 those pieces, parcels or tracts of land containing in the aggregate 63.35 acres, excluding the right of way of the roadway, situate, lying and being on the eastern side of the Batesville Road, near the intersection of Woodruff Road (S. C. Highway No. 145), in Butler Township, Greenville County, South Carolina, near what is known as "Five Forks", being shown as Tracts Nos. 2, 3 and 4 on a unrecorded plat of the PROPERTY OF THE R. C. KENDRICK ESTATE, made by C. O. Riddle, Surveyor, dated July 1, 1977, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center line of the Batesville Road (iron pin back at 18.26 feet), at the corner of property owned by Five Forks Baptist Church and running thence with the center line of the Batesville Road the following courses and distances, to-wit: N. 15-24 W., 100 feet to a point, N. 6-21 W., 100 feet to a point, N. 4-25 W., 300 feet to a point, N. 2-20 W., 98 feet to a point, N. 0-36 E., 67 feet to a point, N. 5-45 E., 100 feet to a point, N. 15-52 E., 100 feet to a point, N. 21-32 E., 102.2 feet to a point, N. 34-07 E., 282.5 feet to a point, and N. 34-07 E., 900 feet to a point, at the corner of property now or formerly owned by William and Beatrice Morris (iron pin back from road 24.4 feet); thence along the line of property of Morris, S. 40-07 E., 421.1 feet to an iron pin; thence along the line of property now or formerly owned by D. L. Cunningham, S. 40-47 E., 929.5 feet to an iron pin in or near Peter's Creek; thence with Peter's Creek as the line and following the center line thereof, the traverse line of which is N. 79-55 W., 81.1 feet to a point; thence along the line of property now or formerly owned by John Carl and Ruth L. Fisher, S. 18-40 E. 1333.2 feet to an iron pin; thence along the line of property now or formerly owned by James C. and Dollie W. Henderson, S. 84-05 W., 694.1 feet to an iron pin and stone; thence along the line of property now or formerly owned by Floride M. Green, Jimmy C. Bayne and Five Forks Baptist Church, N. 70-59 W., 1279.7 feet to the point of Beginning.

The above described is a portion of that property owned by Richard Clyde Kendrick who died testate a resident of Greenville County, South Carolina, on July 24, 1970, as will appear by reference to the records of the Probate Court for said county and state contained in Apartment 1140, File 20. R. C. Kendrick, Jr., is the duly qualified Executor under the Last Will and Testament of the decedent and continues to serve in said capacity. This is the same property conveyed to the mortgagors by the mortgagee by deed to be recorded simultaneously herewith.

The Mortgagors herein reserve the right to have released from the lien of this mortgage in due form of law upon request, a 10 acre tract located at the southeasternmost rear corner of the above described property adjoining James C. and Dollie W. Henderson and John Carl and Ruth L. Fisher, together with an easement for the purposes of providing ingress and egress to and from said ten acres to the Batesville Road, which easement shall be 20 feet in width and shall be located 20 feet from and parallel to the southernmost side boundary line of the above \*

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.

\* described property adjoining Five Forks Baptist Church, Floride M. Green, and James C. and Dollie W. Henderson, which release shall be executed by the mortgagee and delivered to the mortgagors in due and recordable form upon payment by the mortgagors to the mortgagee of the

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