

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1422-302
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN M. DILLARD

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

ALLEN L. CAUSEY

(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 Twenty-four Thousand Eight Hundred and no/100ths -----

----- Dollars (\$) 24,800.00) due and payable
as set forth in said note,

with interest thereon from date at the rate of 6 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:

An undivided 70.45 per cent interest in and to:

ALL that piece, parcel or tract of land, situate, lying and being on the northwestern side of Montverde Drive, in Chick Springs Township, Greenville County, South Carolina, on the eastern slope of Paris Mountain, on the branch waters of Buckhorn Creek, being shown and designated as Lot No. 12, containing 2.08 acres, on a plat of MONTVERDE, SECTION 2, made by C. O. Riddle, Surveyor, dated November, 1956, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK at page 103, together with a 12.30 acre tract and a .87 acre tract adjoining as shown on an unrecorded compiled plat of HALLORAN HEIGHTS, AUDUBON FOREST, SLEEPY HOLLOW, MONTVERDE, MARKLEY ACRES and SINGLETON, SAMON and CAUSEY, made by C. O. Riddle, Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeastern side of Montverde Drive at the common corner of Lots Nos. 11 and 12 of Montverde, Section 2, as shown on a plat recorded in Plat Book KK, page 103, and running thence with the common line of said lots, N. 45-02 E., 137.6 feet to a rock corner (the joint corner of property owned by the W. B. Coxe Estate and Broadus Bailey, et al); thence along the line of Broadus Bailey, et al (also known as the "Paris Mountain Yacht Club"), N. 56-41 W., 357 feet to a point in the center line of a branch at the northeasternmost rear corner of Lot 12, Montverde, Section 2; thence continuing along the line of the Paris Mountain Yacht Club, N. 56-41 W., 458 feet to a point on the line of property now or formerly owned by Arthur C. McCall as shown on a plat appearing of record in Plat Book BB, page 145; thence continuing along McCall's line, S. 34-00 W., 451.5 feet to a point (old chestnut corner) at the southwesternmost corner of the McCall tract as shown on Plat Book BB, page 145; thence continuing along McCall, N. 51-26 W., crossing a branch, 314.3 feet to an iron pin at the common corner of property now or formerly owned by Arthur C. McCall and Edward C. Ligon; thence along the line of property now or formerly owned by Edward C. Ligon (this line being the original General Waddy Thompson tract line), S. 15-30 E., 412 feet to a point; thence continuing along said line, S. 15-30 E., 206 feet to the corner of property now or formerly owned by Myrtle C. Hildebrandt; thence continuing along said line, S. 15-30 E., 614.8 feet crossing a branch to a point in the rear line of Lot No. 12 of Markley Acres, as shown on a plat recorded in Plat Book 800, page 81; thence along the rear line of Lots Nos. 12 and 13 of Markley Acres, N. 45-49 E., 240.5 feet to a point in the center line of a stream on the line of property now or formerly owned by Ervin E. and Electa Jean Hall; thence with said branch as the line and with the line of property now or formerly owned by Hall, the following traverse courses and distances: N. 14-04 E., 219.5 feet to a point, N. 30-39 E., 175.5 feet to a point; N. 42-20 E., 152.4 feet to a point, and N. 1-30 W., 121 feet to a point in the northwesternmost rear line of Lot 12, Montverde, Section 2; thence with the westernmost side line of said Lot 12, S. 74-53 E., 194.8 feet to a point on the northwestern side of the right of way of Montverde Drive; thence with the curve of

(CONTINUED ON ADDENDUM)

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.

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.