

FILED
GREENVILLE CO. S. C.

Mortgagee's Address:

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 22 9 12 AM '78
DONNIE S. TANNERSLEY
MORTGAGE OF REAL ESTATE

BOOK 1432 PAGE 839

R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, T. R. THOMPSON AND JAYNE S. THOMPSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. W. TERRY AND IDA C. TERRY

(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-TWO THOUSAND SEVEN HUNDRED FIVE AND 82/100** Dollars (\$ 22,705.82) due and payable by May 18, 1988. During years 1 through 5, interest shall be figured at eight and one-half (8 1/2%) percent per annum on the outstanding principal balance and paid on the anniversary dates each year. During the last five years, interest shall be paid as above with the rate to be one-half (1/2%) percent below the maximum allowed by South Carolina law.

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, shown on a plat of property of J. W. Terry, prepared by Morgan & Applewhite Engineering Associates on July 16, 1976, which plat is to be recorded in the R.M.C. Office for Greenville County in Plat Book 52, Page 14 and which plat shows 14.589 net acres and the following metes and bounds, to-wit:

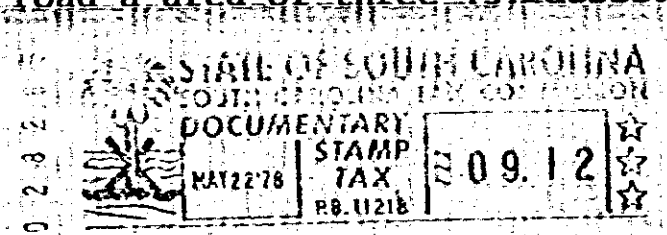
BEGINNING at a nail and old bottle top in the center of a road leading from Fork Shoals to Fountain Inn (S-23-154) and running thence along the center of said road N. 82-01 E. 91.3 feet to an iron pin; thence N. 84-14 E. 200 feet to an iron pin; thence N. 85-02 E. 200 feet to an iron pin; thence N. 83-02 E. 181.7 feet to an old railroad spike; thence turning and running S. 8-48 E. 487.2 feet to an iron pin; thence S. 18-02 W. 474.0 feet to a new iron pin; thence S. 77-03 W. 598.6 feet to an old iron pin; thence turning and running N. 0-48 W. 417.6 feet to an old iron pin; thence N. 0-47 W. 576.2 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of J. W. Terry and Ida C. Terry to be recorded in the R.M.C. Office for Greenville County of even date herewith.

Mortgagees agree to release up to three (3) acres upon the payment of Four Thousand (\$4,000.00) Dollars to the principal of this Mortgage. Said three acres shall be composed of the following property: a fifteen (15') foot wide road leading from S-23-154 along the easternmost boundary of the property to a point forty (40') feet on the southern side of the creek on said property; thence from the easternmost boundary at such point a distance of 375 feet along the aforementioned creek staying 40 feet to the south side of said creek; upon reaching the end of the 375 feet, the portion to be released's eastern boundary shall go to the south boundary of this property in such a direction as to give the total released area including road a area of three (3) acres.

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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.

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