

611 North Main Street
Greenville, S. C. 29601

MORTGAGE - INDIVIDUAL FORM

DILLIARD & MITCHELL, P.A., GREENVILLE, S. C.

BOOK 1437 PAGE 142

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, STEPHEN L. WHITTEN AND FRANCES A. WHITTEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto WM. GOLDSMITH CO.

(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 Three Thousand and no/100ths

Dollars (\$ 3,000.00)

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 lot of land, situate, lying and being on the southern side of New Highway No. 296, and the eastern side of a County Road, known as Thompson Road, in Greenville County, South Carolina, on the western side of the Enoree River, containing 54.58 acres, as shown on a plat entitled PROPERTY OF JOHN E. HUDSON, made by H. S. Brockman and John A. Simmons, Registered Land Surveyors, dated October 27, 1959, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-J, page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the intersection of New Highway No. 296 and a Greenville county road known as Thompson Road; and running thence along the center of said county road, S. 1-29 E., 100 feet to a nail; thence continuing with the center of said road, S. 10-10 E., 400 feet to a nail; thence continuing with the center of said road, S. 3-18 E., 92.8 feet to a nail; thence along the line of property now or formerly belonging to Elford Thompson, S. 41-49 E., 1137 feet crossing a branch to an iron pin on the line of property formerly belonging to Arnold Kilgore; thence along the Kilgore line, N. 71-18 E., 607.2 feet to an iron pin; thence N. 15-00 E., 92.8 feet to an iron pin; thence with the branch as the line, the traverse lines being N. 58-45 E., 131 feet, N. 34-30 E., 191 feet, and N. 57-00 E., 245 feet to and iron pin in or near the Enoree River; thence up the center of the waters of the Enoree River and the following courses and distances, N. 34-26 W., 230 feet to a point, N. 39-56 W., 340 feet to a point, N. 40-41 W., 125 feet to a point, N. 36-26 W., 356 feet to a point, N. 36-41 W., 260 feet to a point, and N. 34-26 W., 258 feet to a point in the center of New Highway No. 296; thence along the center of New Highway No. 296, the following courses and distances: S. 64-41 W., 795 feet to a nail; thence S. 61-41 W., 200 feet to a nail; and thence S. 57-18 W., 204.4 feet to a nail in the intersection of New Highway No. 296 and Greenville county road known as Thompson Road, the point of Beginning.

This mortgage is given to secure the sum of \$1,000.00 represented by the Mortgagors' promissory note of even date herewith, which has been funded. It is the intention of this mortgage to secure further loans, advances, readvances or credits that may be made hereafter to the Mortgagors by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof.

The above property is the same conveyed to the Mortgagors by deed of L. W. Brummer recorded January 9, 1978, in Deed Book 1071, page 545.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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.

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