

STATE OF SOUTH CAROLINA  
COUNTY OF

GREENVILLE CO. S. C.  
2 15 PM  
JAN. 2 1978

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Thomas R. Irby and Shelby Jean Irby

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

John H. Woods and Janice S. Woods

(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 SIX thousand

Dollars (\$ 6,000.00 ) due and payable

Pursuant to terms of note executed herewith

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

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

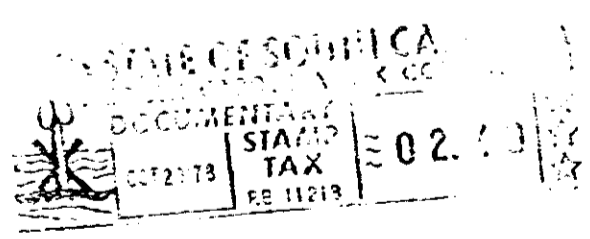
ALL That piece, parcel or lot of land lying, being and situate on the southern side of Southern Road in the county and state aforesaid, containing 52.131 acres, more or less, and being more particularly described on plat of property of General Glynne M. Jones, prepared by John C. Smith, RKS, dated April 10, 1973, with said plat being recorded in the RMC Office for Greenville County in Plat Book 4-Z at Page 44 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At a nail and cap in the center of Southern Road and running thence S. 6-22 W. 1,892.8 feet to an iron pin; thence S. 79-37 W. 1,370 feet to a point in the center of Beaver Dam Creek, iron pin back on line 12 feet; thence running along and with the meanders of Beaver Dam Creek, creek being the line, the traverse of which is N. 11-59 W. 1,436.4 feet to a nail and cap in the center of Southern Road; thence running along and with the center of Southern Road as follows: S. 76-18 E. 197.1 feet; S. 81-17 E. 265 feet; N. 81-20 E. 180 feet; N. 62-35 E. 395 feet; N. 53-10 E. 200 feet; N. 40-20 E. 425 feet; N. 53-40 E. 100 feet; N. 61-00 E. 100 feet; and N. 64-50 E. 193.5 feet to the beginning.

This being the same property conveyed to mortgagors by John H. Woods and Janice S. Woods on October 18, 1978 by deed recorded in RMC Office for Greenville County in Deeds Volume 1090 at Page 311 .

This mortgage is junior in priority to that instrument in favor of Federal Land Bank of Columbia.

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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.

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