

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S. C.MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GEORGE HODGES

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JENNIE S. TANSLEY

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

CYNDA H. SMITH, ANNIE H. SHARPE AND
AGNES H. TRUESDALE

(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-SIX THOUSAND EIGHT HUNDRED & NO/100----- Dollars (\$ 26,800.00) due and payable as follows: A principal amount of \$13,400.00, plus interest of 6% of the unpaid balance one year from date and a second principal balance of \$13,400.00 plus interest of 6% on the unpaid balance two years from date.

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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, here and being in the State of South Carolina, County of Greenville being known and designated as 17.37 acres more or less (16.13 acres more or less, excluding roads) and being shown on plat of property of D. D. Hughes' estate prepared by C. O. Riddle dated June 3, 1977 and having according to said plat the following metes and bounds, to-wit: BEGINNING at an old iron pin in the center of Clear Springs Church Road which iron pin is located S. 56-26 E. 38.3 feet from iron pin on the northwesterly edge of said road and running thence with property now or formerly of Geneva Kerns N. 26-55 E. 568.46 feet to a concrete monument, passing over iron pin 6.2 feet back on line; thence N. 2-26 E. 21.36 feet to a point in the center of Bethany Road; thence with the center line of Bethany Road the following metes and bounds, to-wit: N. 59-57 W. 200 feet to a point; thence N. 61-23 W. 100 feet to a point; thence N. 65-42 W. 100 feet to a point; thence N. 72-16 W. 100 feet to a point; thence N. 74-50 W. 200 feet to a point; thence N. 71-50 W. 100 feet to a point; thence N. 62-39 W. 100 feet to a point; thence N. 55-04 W. 100 feet to a point; thence N. 54-06 W. 300 feet to a point; thence N. 55-30 W. 193.1 feet to a point at the intersection of Bethany Road and S.C. Hwy. 417; thence with the center line of S. C. Hwy 417 the following metes and bounds, to-wit: S. 36-06 W. 77 feet to a point; thence S. 34-16 W. 100 feet to a point; thence S. 32-04 W. 100 feet to a point; thence S. 31-28 W. 186.58 feet to a point in the line of property now or formerly of David W. Leopard which point is located N. 57-20 W. 37.5 feet from iron pin on the southeasterly side of S.C. Highway 417; thence with the line of property now or formerly of David W. Leopard S. 57-20 E. 1089.06 feet to an old iron pin; thence with the line of property now or formerly of Clear Springs Baptist Church (parsonage) S. 56-32 E. 73.88 feet to an iron pin; thence continuing with said church property N. 43-26 E. 12.0 feet to an old iron pin; thence continuing with said church property S. 56-26 E. 379.27 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Cynda H. Smith, Annie H. Sharpe, Agnes H. Truesdale dated January 22, 1979 to be recorded.

Provided, however, that the Mortgagees herein agree to release three (3) acres, the location and metes and bounds of such three acres to be determined by unanimous agreement of the parties to this mortgage, at any time without further payment.

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