

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
MAR 29 '79 1 59 PM '79

WHEREAS, I, JOHNNY CLARK

DONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLAUDE R. ROGERS

(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

EIGHT THOUSAND AND NO/100

Dollars (\$ 8,000.00) due and payable

upon the closing of the sale of the residence of Johnny R. Clark located at 300 Watkins Road, Greenville County, South Carolina

WITH NO INTEREST

~~with interest thereon from~~
~~XXXXXX INTEREST XXX~~

~~XXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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, the Mortgagee's heirs, successors and assigns:

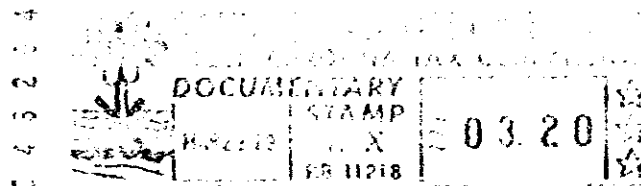
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 2 on plat entitled "Berea Forest Section I", recorded in Plat Book 4 N at page 45 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Watkins Road at the joint corner of Lots 2 and 3 and running thence with the common line of said lots, N 60-55 E 130.0 feet to an iron pin in the rear line of said lots; thence S 29-05 E 95 feet to an iron pin on the Northwest side of a road; thence S 60-55 W along said road 105.0 feet to an iron pin; thence with the curvature of said road, S 74-05 W 35-35 feet to an iron pin on the Northeast side of Watkins Road; thence along Watkins Road, N 29-05 W 70.0 feet to the point of beginning.

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record and on the ground which affect said lot, and specifically to those restrictions recorded in Deed Book 933 at Page 173 and to a drainage easement as shown on recorded plat.

This property is the same as that conveyed to the Mortgagor herein by deed of Hawkins McCombs Enterprises, Inc., dated January 18, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 985 at page 235.

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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 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 is 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.