

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C.
AUG 22 2 46 PM '79
DONALD W. BARRERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE 1411
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JIMMY B. MINYARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto JUDSON T. MINYARD

(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 Hundred Seventeen Thousand and 00/100 Dollars (\$ 317,000.00) due and payable according to the terms of the said note

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 those adjoining lots of land in the State of South Carolina, County of Greenville in the City of Greer, constituting all of lots 75, 76 and 77 and a portion of lot 74 as shown on a plat of the W. H. Brockman Estate recorded in Plat Book H at page 132 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the southwesterly corner of the intersection of Hunt Street and West Poinsett Drive, N. 78 W. 260 feet to an iron pin at the joint front corner with the property of the B. P. Edwards Estate; thence with the line of the said Edwards property S. 12 W. 175 feet to an iron pin; thence N. 78 E. 260 feet to an iron pin on the westerly edge of Hunt Street; thence with the edge of said Hunt Street N. 12 E. 175 feet to point of BEGINNING.

This property is conveyed subject to any applicable building and/or zoning ordinances and regulations and any easements or rights of way affecting such property including the right of way for the aforesaid West Poinsett Drive.

This is the same property conveyed to me by deed of Naomi D. Hayes, as surviving Executrix of the Estate of Ila Elder DeYoung in and for the County of Greenville, South Carolina, dated May 18, 1976 recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1036 at page 628.

This mortgage also secures any and all future advances by the Mortgagee to the Mortgagor.

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RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON AUGUST 22, 1979, AT 2:46 PM.

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 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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