

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 1417 MAR 9 1979

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
REC'D  
S. C.

WHEREAS, JIMMY B. MINYARD

MAR 11 2 46 PM '79

(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  
according to the terms of the said note

Dollars (\$ 317,000.00 ) due and payable

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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 piece, parcel or lot of land, with all improvements thereon, situated in the County of Greenville, State of South Carolina, to-wit:

ALL that piece, parcel and tract of land, with the improvements thereon, in Greenville County, South Carolina, located on the south side of U. S. Highway No. 29, known as Wade Hampton Boulevard, about two (2) miles southwest of Greer, and being more particularly described according to a recent plat thereof prepared by Dalton & Neves, December, 1964 having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Wade Hampton Boulevard at the joint front corner of the property of L. C. Pearson and that conveyed, and running thence S. 30-26 E. 250.9 feet to an iron pin; thence S. 60-21 W. 22.5 feet to an iron pin; thence S. 26-07 E. 191.0 feet to an iron fence post on Shady Drive; thence S. 74-21 W. 227 feet to an iron pin; thence along property of Donald L. Bishop N. 23-30 W. 412.8 feet to an iron pin on Wade Hampton Boulevard; thence along said Boulevard N. 67-0 E. 208.3 feet to point of BEGINNING.

This is the same property conveyed to me by deed of Lowell H. Tankersley in and for the County of Greenville, South Carolina, dated March 15, 1974, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 995 at page 453.

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

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STATE OF SOUTH CAROLINA  
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RECORDED  
MAR 22 1979

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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