

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S. C.  
MAY 19 1979  
JUDSON T. MINYARD

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

1411 330

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 that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the State of South Carolina, to-wit:~~

ALL those certain pieces, parcels or lots of land in Greenville County, State of South Carolina, and being in Chick Springs Township, with all improvements thereon, near the town of Greer and being known and designated as lot numbers 27, 28, 29, 30 and 31 of the W. E. Dill Estate according to plat thereof made by S. C. Moon, C. S. dated April 1940, which plat is recorded in the RMC Office for Greenville County in Plat Book J at page 199 and being situated on the south side of the Super Highway (now known as Wade Hampton Boulevard and also known as Highway No. 29) from Greer to Greenville and has such courses and distances as shown by said plat.

ALSO: ALL that other piece, parcel or tract of land in the County of Greenville, State of South Carolina in Chick Springs Township, with all improvements thereon situate, lying and being South of the National or Super Highway (now known as Wade Hampton Boulevard and Highway No. 29) about two miles West of the Town of Greer and having the following metes and bounds, to-wit:

BEGINNING at a point in the Old Chick Springs Road at the intersection of King Street (about 150 yards West of the residence of C. L. King) and runs thence South 74-00 West 306.3 feet to a stake in said Old Chick Springs Road; thence North 22-5 West 210 feet to a stake; thence North 74-00 East 286.2 feet to a stake in center of said King Street; thence with King Street South 28-5 East 210 feet to the beginning corner and being all of Lot Numbers 9 and 10 on plat of land known as the W. E. Dill place and being the same lots conveyed to J. S. Boozer by W. E. Deed by deed dated December 13, 1928 and recorded in the RMC Office for Greenville County in Volume 143 at page 407. And being the same property conveyed to me by deed of L. C. Pearson in and for the County of Greenville, South Carolina dated May 5, 1969 recorded in the RMC Office for Greenville County, South Carolina in Deed Book 867 at page 385.

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

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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 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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