

MORTGAGE OF REAL ESTATE ¹⁰⁸ Jones of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

MORTGAGEES' MAILING ADDRESS:
Mary Cox - P.O. Box 143, Mauldin, S.C.

JAN 14 9 52 AM '81

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
R.H.P. WALKERSLEY

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONALD E. FRANKLIN

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Mary Eaton Cox, J. W. Eaton and Claude Eaton, (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 Forty Five Thousand Five Hundred

Eleven and no/100ths ----- DOLLARS (\$45,511.00), with interest thereon from date at the rate of Ten per centum per annum, said principal and interest to be repaid:

Four annual installments of Eleven Thousand Three Hundred Seventy Seven and 75/100ths (\$11,377.75) Dollars plus interest at the rate of 10% per cent per annum, the first annual installment being due January 1, 1982 and a like amount due on the first day of January each year thereafter and ending, if not sooner paid, on January 1, 1985.

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, lying and being in the State of South Carolina, County of Greenville,

ALL that certain piece, parcel or tract of land, together with any improvements thereon, situate on the northwest side of Miller Road in the County of Greenville, State of South Carolina, being shown as a tract of land containing 4.65 acres on a plat of property of Maud Eaton, dated March 21, 1980 prepared by Freeland and Associates, Surveyors, and recorded in the Office of the RMC for Greenville County in Plat Book 8-K at Page 15; and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point in Miller Road at the corner of property now or formerly belonging to R. W. Hawks and running thence with the Hawks property N 09-00 W 478.5 feet to an iron pin; thence N 22-37 E 304.2 feet to an iron pin; thence N 76-50 E 16.5 feet to an iron pin; thence S 38-47 E 277.2 feet to an iron pin; thence S 72 - 17 E 310.2 feet to a nail and cap near the center of Miller Road; thence with said road the following courses and distances: S 39 - 06 W 16.2 feet, S 44-05 W 91.6 feet, S 48 - 53 W 134.1 feet to a nail and cap; thence, S 67 - 55 W 136.2 feet to an iron pin; thence N 25 - 49 W 12.6 feet to an iron pin; thence S 41 - 23 W 189.6 feet to an iron pin; thence S 44 - 11 W 136.8 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of the Mortgagees to be recorded of even date herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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Donald E. Franklin
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RECORD

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