

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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JAN 23 3 44 PM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1533 PAGE 814

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. L. ROGERS ENGINEERING COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. N. GREEN

(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 Thousand Five Hundred Thirty and No/100

Dollars (\$ 40,530.00) due and payable

In annual installments of Seven Thousand Three Hundred Eighty-Eight and 01/100 Dollars (\$7,388.01) commencing January 23, 1982 and Seven Thousand Three Hundred Eighty-Eight and 01/100 Dollars (\$7,388.01) on a like day of each and every year thereafter until paid in full

including ~~XXX~~ interest thereon from date hereof at the rate of Nine (9) per centum per annum, to be paid: Annually

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, as shown on a survey entitled "Plat of Property of J. N. Green", prepared by Terry T. Dill, August 19, 1980 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point approximately 280 feet from the right of way of Goodwin Bridge Road and running thence S. 80-30 W. 791 feet to an iron pin; thence turning and running N. 54-45 W. 804 feet to an old iron pin; thence turning and running with the line of property now or formerly known as the Sherman Anderson Estate, N. 15-15 E. 1225 feet to a stone; thence running N. 02-15 W. 531 feet to an iron pin; thence turning and running S. 89-18 E. 1292 feet to a point on the right of way of Allen Road; thence running with said road S. 20-31 E. 181 feet to a point; thence continuing with said road, S. 16-17 E. 110 feet to a point; thence S. 04-56 E. 70 feet to a point; thence S. 14-06 W. 100 feet to a point; thence S. 26-46 W. 100 feet to a point; thence S. 37-22 W. 200 feet to a point; thence running S. 32-02 W. 100 feet to a point; thence running S. 17-34 W. 110 feet to a point; thence continuing with said Allen Road, S. 04-39 W. 110 feet to a point; thence running S. 03-17 E. 400 feet to a point; thence running S. 00-24 E. 360 feet to a point; thence continuing with said Allen Road S. 00-43 W. 200 feet to a point; thence running S. 04-06 E. 81 feet to the point of beginning.

Derivation: J. N. Green, Deed Book 1111, Page 126, recorded Jan. 23, 1981.

It is expressly agreed that the Mortgagee will release from this mortgage up to twelve acres for one year from the date of the execution of this mortgage without additional consideration paid unto the Mortgagee.

As a further consideration of this mortgage, the mortgagee hereby agrees to release from the above described mortgage additional land upon payment of the sum of Nine Hundred and No/100 (\$900.00) per acre with the aforesaid payment to be applied to the next annual installment due unto this mortgage. The Mortgagor further agrees to provide the Mortgagee with a current survey showing the property to be released. This excludes any releases necessary for water or electric service or a county road right of way.

The Mortgagor shall have the right to repay any of the remaining indebtedness due to the Mortgagee at any time or times, without penalty.

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 such 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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