

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

12412  
Allan...  
Greenville SC  
29669

FILED  
GR... CO. S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1561 PAGE 751

WHEREAS, GORDON R. BOYD, JR.  
DONNA... EMBERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. W. DUCKWORTH

(hereinafter referred to as Mortgagee) acknowledged to the Mortgagee in the sum of Two Hundred Twenty-five Thousand

Dollars (\$ 225,000.00 ) due and payable

as per notes of Gordon R. Boyd, Jr. to E. W. Duckworth dated January 18, 1982 in the amounts of \$200,000.00 and \$25,000.00, reference being had to said Notes for their specific terms. See reference below to cancellation procedure.

with interest thereon from date at the rate of \_\_\_\_\_ per centum per annum, to be paid

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:

AN UNDIVIDED 1/3 INTEREST IN AND TO:

"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, Fairview Township, on the old Neely Ferry Road, and having the following metes and bounds, to-wit:

BEGINNING at a stone on said Road, corner of lands next hereinafter described, and running thence with said Road, N. 25 1/2 E., 4.26 to a stone, corner of lands formerly owned by Culbertson; thence S. 56 E., 7.81 along the line of last mentioned lands, to a stone; thence N. 85 1/2 W., 8.30 along line of lands next hereinafter mentioned and described, to the beginning corner; containing one and one-half (1 1/2) acres, more or less, and being the same property devised to the Mortgagor by the Estate of Maude R. Boyd (who received property from A.G. Huff, et al, by deed recorded in Deed Book 308, page 332, recorded March 6, 1947.

ALSO:

ALL that other piece, parcel or tract of land in said Township, County and State aforesaid, South of and adjoining the above described lands, and having the following metes and bounds, to-wit:

BEGINNING at a stone on said Road, Southwestern corner of the lands hereinabove described, and running thence S. 85 1/2 E., 8.30 along the line of said lands, to a stone; thence S. 78 1/2 E., 24.37 to point, Southeastern corner of a three-acre tract of land conveyed to Mortgagor; thence S. 14 1/2 W., 4.80 to a stone; thence S. 35 1/2 E., 12.50 to a stone; thence S. 20 E., 6.80 to a stone on branch; thence up said branch to the O.B. Talley corner; thence N. 22 W., 15.40 to a stone; thence N. 85 W., 18.00 to stone at Cemetery; thence N. 66 W., 1.87 to (old) Neely Ferry Road; thence N. 23 1/2 E., 5.30 to the beginning corner, containing 39.11 acres, more or less, being part of a tract of 42.11 acres, more or less, conveyed to Huff by O.B. Talley;

ALSO:

ALL that other piece, parcel or tract of land in said Township, County and State adjoining the lands last above described being the same tract of land conveyed to O.B. Talley by E.V. Huff, in a deed bearing date March 10, 1909, containing 21.33 acres, more or less, EXCEPT about two and one-half (2 1/2) acres, beginning at the Southeast corner of the Unity Cemetery and running near Southeast to the head of a gully; thence down gully to the line of the Fairview Academy land.

(DESCRIPTION CONTINUED ON ATTACHED)

Mortgagor agrees to cancel and release the above property from this lien at the end of three years from date, provided Gordon R. Boyd, Jr. is current with his payments to mortgagee under the terms of those three Notes from Gordon R. Boyd, Jr. to mortgagee dated January 18, 1982 in the amounts of \$25,000.00, \$200,000.00 and \$210,000.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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