MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville

108 Tyler Court STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE Spartanburg, SC 29301 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREASH Frederick W. Hyslop, Jr. and Marian S. Hyslop

TARKERSLEY thereinafter referred to as Mortgagor) is well and truly indebted unto Marion V. Cox

(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 Thirty Thousand and No/100ths-----

----- Dollars (\$ 30.000.00 ) due and payable in equal monthly installments of \$300.00 each, commencing on the \_\_\_\_\_ day of April, 1982, and continuing on the same day of each successive month thereafter until paid in full

with interest thereon from

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at the rate of

per centum per annum, to be paid: monthly

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 scaling 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, the Mortgagee's heirs, successors and assigns:

ALL that piece, parcel or lot of land in Oneal Township, Greenville County, State of South Carolina, located about one-half mile northeast of the City of Greer, lying on the south side of a surface treated road leads from Apalache to State Highway No. 137, being shown as Tract No. 2 on a Plat B of the property of Marion V. Cox and Elizabeth H. McElrath, plat prepared by H. S. Brockman, Surveyor, dated March 18, 1959, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on said road, joint corner with the land owned by Mrs. Mayfield, and runs thence with Mrs. Mayfield's line and line of Mrs. Minnie B. Brown as follows: S. 15-35 W. 404 feet to an iron pin in spring; thence S. 16-37 W. 239 feet to an iron pin; thence S. 23-31 E. 143 feet to an iron pin; thence S. 25-14 W. 200 feet to an iron pin; thence S. 9-14 W. 100 feet to an iron pin; thence S. 3-34 W. 100 feet to an iron pin; thence S. 72-14 W. 72 feet to an iron pin; thence S. 24-31 E. 30 feet to an iron pin; thence N. 70-44 E. 57.7 feet to an iron pin; thence S. 3-34 W. 255 feet to an iron pin, corner with Vernon Duncan; thence S. 73-33 E. 236.5 feet to an iron pin; thence S. 72-17 E. 304.7 feet to an iron pin, corner of Tract No. 1 on said plat; thence with the dividing line of Tracts Nos. 1 and 2 N. 5-38 E. 1424 feet to an iron pin, corner of Lots No. 3; thence S. 77-17 W. 171.7 feet to a stake in driveway; thence along driveway, N. 28-15 E. 60 feet to a turn; thence N. 12-52 E. 100 feet to a turn; thence N. 0-42 E. 100 feet to a stake on the south side of said Apalache Road; thence S. 78-32 W. 55 feet to an iron pin; thence S. 79-00 W. 246.8 feet to the beginning, containing 17.27 acres, more or less.

LESS, HOWEVER, that 0.1 acre tract of land shown on a plat entitled "Property of M. V. Cox" made by Freeland & Associates dated April 5,1979, recorded in the RMC Office for Greenville County in Plat Book 7-D at Page 45 and being more particularly described according to a deed from the mortgagee herein to Dorothy L. Holtzclaw, said deed being dated April 3, 1979, recorded in the RMC Office for Greenville County in Deed Book 1100 at Page 225.

Being the same property conveyed to the mortgagors herein by deed of Marion V. Cox dated herein it, 1982, and recorded in the RMC Office for Greenville County in Deed Book 1163 at Page 757.

HISTORY TOLK

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.