

MORTGAGE OF REAL ESTATE

FILED  
GREENVILLE CO. S.C.  
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

AUG 25 12 13 PM '82  
TO ALL WHOM THESE PRESENTS MAY CONCERN

BOOK 1578 PAGE 644

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, Marion Greg Tyner and Elaine Witt Tyner,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. O. Jones and Burdell Olive Jones,

(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

Twenty-Two Thousand and NO/100 ----- Dollars (\$ 22,000.00 ) due and payable

according to the terms of a promissory note executed herewith

with interest thereon from date at the rate of 10% 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:

"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, in Chick Springs Township, on the West side of Old Rutherford Road (now Mountain Creek Road) and containing two and three-fourths acres (2 3/4) more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Old Rutherford Road (now Mountain Creek Road) 100 feet North of corner of Cole property, and running thence with said road N. 29-15 E. 240 feet to a pin in road; thence N. 75-15 W. 748 feet to an iron pin; thence S. 12-15 W. 127.7 feet to an iron pin; thence S. 58-269.5 feet to an iron pin in the corner of lot now or formerly of Roy Davis; thence along Davis line North 100 feet to an iron pin; thence South along Davis line 420 feet to the beginning corner.

Being the same property conveyed to the Mortgagors by the Mortgagee, J. O. Jones, and recorded herewith in the RMC Office for Greenville County in Deed Book 1122 at Page 690, 8-25-82.

LESS, HOWEVER, those portions of said property previously conveyed by the Grantor to others. Being known and designated in the Greenville County Block Book Department as Sheet P-25, Block 3, Lot 5.4 and measuring 125 feet x 96.9 feet x 125 feet x 153.3 feet and fronting on Olive Street

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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 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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