MORTGALIN 28 RAZLIBSPATE Propered by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

OLLIEFARNSWORTH

STATE OF SOUTH CAROLINA RIM. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Mhom These Presents May Concern:

Minerems: 'Clint Joe Ballew, Jr., and Judith B. Ballew

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. B. Spivey and Beth M. Spivey

(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 EIGHT HUNDRED and NO/100-----

as follows: the sum of \$400.00 on or before July 1, 1970, and the sum of \$400.00 on or before July 1, 1971,

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with interest thereon from date at the rate of eight (8) 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 (33.00) to the Mortgagor in hand well and 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 heing in the State of South Carolina, County of Greenville, being shown on a plat of the

property of S. A. Fowler Estate, prepared by C. O. Riddle, dated September, 1966, containing 2 acres, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Nash Mill Road, which point is located S. 80-21 W., 25 feet from iron pin on the northeasterly side of said Nash Mill Road, and running thence with the line of 40.57 acre tract as shown on said plat, N. 80-21 E., 194.3 feet to an old iron pin; thence S. 12-03 E., 600 feet, more or less, to a point in center of Fountain Inn-Fairview Road; thence with the center line of Fountain Inn-Fairview Road in a westerly direction to a point in the center of the intersection of Fountain Inn-Fairview Road and Nash Mill Road; thence with the center line of Nash Mill Road, the beginning corner.

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