

GREENVILLE CO. S. C.

BOOK 1201 PAGE 261

AUG 11 4 08 PM '71

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ALAN H. NORRIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

CHESTER W. JOHNSTON

(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 EIGHT THOUSAND SEVEN HUNDRED THIRTEEN and 46/100 Dollars (\$28,713.46) due and payable

in monthly installments in the sum of \$231.44 each, commencing on September 1, 1971, and on the first day of each month thereafter, until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of 7 1/2 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 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 piece, parcel or tract of land together with buildings and improvements, situate, lying and being on the Western side of the Standing Springs Road in Austin Township, Greenville County, South Carolina, containing 34.55 acres, more or less, being shown and designated on a survey for J. L. Gooch made by Carolina Engineering & Surveying Co. dated January 6, 1962, recorded in the RMC Office for Greenville County, South Carolina in Plat Book ZZ, Page 141, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin in or near the center of the Standing Springs Road at the corner of property now or formerly owned by Kay, and running thence along the line of said property, N. 81-30 W., 188 feet to an iron pin in or near a branch; thence with said branch as the line, the following traverse courses and distances: N. 16-30 E., 414 feet to an iron pin; N. 26-15 E., 373 feet to an iron pin; and N. 6-00 E., 323.5 feet to an iron pin; thence leaving said branch and running S. 75-41 E., 607.8 feet to an iron pin; thence S. 69-26 E., 217.9 feet to an iron pin; thence S. 23-00 E., 400 feet to an iron pin; thence S. 76-36 E., 651.8 feet to a point in the Standing Springs Road; thence with the center line of the Standing Springs Road, S. 10-04 W., 186.8 feet to an iron pin; thence S. 3-00 W., 400 feet to an iron pin, the beginning corner.

Excluding, however, that certain lot containing 1.62 acres (including the Standing Springs Road) situate, lying and being on the Eastern side of Standing Springs Road, being shown and designated on a plat of the property of Chester W. Johnston made by C. O. Riddle, dated July 9, 1971, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in or near the Standing Springs Road, said iron pin being located S. 10-04 W., 119.8 feet from an old iron pin at the corner of property of Chester W. Johnston and property now or formerly owned by J. L. Gooch, and running thence in or near the center line of Standing Springs Road, S. 10-04 W., 67 feet to an iron pin; thence continuing with the line in or near the center of Standing Springs Road, S. 3-00 W., 249.75 feet to an iron pin; thence leaving said road and running thence N. 77-38 W., 102.8 feet to an iron pin; thence N. 72-24 W., 129.6 feet to an iron pin; thence N. 4-31 E., 308.7 feet to an iron pin; thence S. 76-30 E., 230.4 feet to an iron pin, the beginning corner.

The within mortgage is junior in lien to a first mortgage covering the above described property owned by Fountain Inn Federal Savings & Loan Association recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 955, Page 196.

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.