

FILED  
GREENVILLE CO. S. C.

BOOK 1224 PAGE 319

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

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MAR 3 11:16 AM '77  
OLLIE FARNSWORTH  
R. M. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DEMPSEY REAL ESTATE CO., INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY.

(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-eight Thousand and No/100-----  
Dollars (\$38,000.00) due and payable

one (1) year from date,

with interest thereon from date at the rate of 8 per centum per annum, to be paid: quarterly.

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 lot of land containing 4.45 acres, more or less, situate, lying and being on the Southern side of the Old Easley Bridge Road, the Western side of Cole Road, and the Northern side of Welcome Road Extension, together with all buildings and improvements situate thereon in Greenville County, South Carolina, being shown and designated as a Portion of the Property of J. Rowley Yown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book H, page 51, and being shown on a more recent plat of the Property of Mrs. B. J. Yown made by C. F. Webb, Surveyor, dated January 1, 1972, and having according to the last mentioned plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeastern corner of the intersection of Welcome Road Extension with Old Easley Birdge Road and running thence along the Southern side of Old Easley Bridge Road, N. 58-09 E., 614.3 feet to an iron pin; thence continuing along the Southern side of Old Easley Bridge Road, N. 54-44 E., 311.9 feet to an iron pin; thence along the Western side of Cole Road, S. 2-35 W., 530.2 feet to an iron pin at the intersection of Cole Road with Welcome Road Extension; thence along the Northern side of Welcome Road Extension, N. 88-04 W., 753 feet to an iron pin, the beginning corner.

The Mortgagor reserves the right to have released from the lien of this mortgage residential building lots to be subdivided from the above described property and shown on a recorded subdivision plat thereof upon payment to the Mortgagee of the sum of \$3,000.00 for each lot, except for the lot upon which the presently existing residential building is now situate, the release amount as to which shall be in the sum of \$12,000.00, said release amounts to be applied to the principal balance due on the note which this mortgage secures.

Together with all and singular rights, members, herditaments, 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.

For Release of 8274 see REM Book 1231 page 266  
For Release of 8275 see P. E. M. Book 1229 page 100