

NTC

GREENVILLE S.C.

1031 223

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jerry Wayne Howard

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

FOUR THOUSAND, ONE HUNDRED AND NO/100 - - - - - Dollars (\$ 4,100.00) due and payable
One (1) Year from date, plus interest

with interest thereon from date at the rate of 7 1/2% 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 (\$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 Saluda Township, containing EIGHT (8) ACRES according to a plat of property of Winston Cox made by Carl F. Duncan (Terry T. Dill, Reg. CE & LS) dated November 14, 1975 and having, according to said survey and plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in Mush Creek Road and running thence North 40-38 West 30 feet to an iron pin at edge of Mush Creek Road; running thence along line of other property of Winston Cox, North 40-38 West 860 feet to an iron pin; running thence North 49-36 East 443 feet to an iron pin; running thence South 31-53 East 300 feet to an iron pin; running thence South 41-00 East 560 feet to an iron pin at edge of Mush Creek Road; thence continuing South 41-00 East 25 feet to a nail and cap in Mush Creek Road; thence along the approximate center of said Mush Creek Road, South 48-29 West 161.3 feet to nail and cap; thence continuing with said Mush Creek Road, South 49-22 West 238.7 feet to an iron pin, 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 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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