GREEN FILED CO. S. C.

Nortgagee's Address: Shirley Avenue Townville, SC 29689

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

1489 FAGE 730

STATE OF SOUTH CAROLINA SOURS TAKE ERSLEY COUNTY OF GREENVILLE

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

WHEREAS,

V

JOE MILLER FORRESTER

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

BOBBY BARTON FORRESTER

(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

Eighteen Thousand & No/100------ Dollars (\$ 18,000.00) due and payable in quarterly payments of \$750.00 each beginning January 1, 1980 for a period of six (6) years

with interest thereon from date at the rate of 9-1/4 per centum per annum, to be paid: quarterly. Mortgagor is hereby granted the right and option to pay any and all of the principal at any time without penalty.

principal at any time without penalty. 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

All my right, title, the same being a two-thirds (2/3) undivided interest in and to, ALL that certain piece, parcel or tract of land in Greenville County, State of South Carolina being 28 acres, more or less, located on the easterly side of Rutherford Road (sometimes called Berrys Mill Road) and being a portion of the same property conveyed to the Mortgagor herein by the Mortgagee herein by deed to be recorded herewith and also a portion of the property inherited by the Mortgagor herein under the will of his Father, S. M. Forrester.

ASSESSED TO SOUTH TRANSMITTED OF SOUTH TRANSMITTED

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

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