

FILED IN GREENVILLE CO. S.C. 1 58 PM '73

Mortgage of Real Estate

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TO ALL WHOM THESE PRESENTS MAY CONCERN THIS IS A PURCHASE MONEY MORTGAGE

WHEREAS, Larry L. Hicks, J. D. Sims, and Jack W. Lollis

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. C. Cogle and Virginia C. Cogle (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-Seven Thousand and No. 100 (\$27,000.00) Dollars, due and payable in ten (10) equal annual installments of \$2,700.00 each, commencing January 5, 1974, and continuing in a like amount on the 5th day of each January thereafter, until paid in full, plus 15.920

percent interest thereon from date at the rate of seven (7%) 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, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the advance of the sum of \$27,000.00 to the Mortgagee, 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 advance of \$3,000.00 to the Mortgagee 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, aliened, released, and by these presents does bargain, sell and release unto the Mortgagee, its successors and assigns:

All that certain piece, parcel, or tract of land in the County of Greenville, State of South Carolina, containing 63 acres, more or less, on Mays Bridge Road, sometimes called Grace's Meadow Road, in O'Neal Township, and having the following metes and bounds, to wit:

BEGINNING on a maple, corner of the A. L. Soprem land and running thence along the Southern line S. 63-40 W. 297 feet to a stake; thence N. 89-00 W. 759 feet to a stake; thence N. 70-45 W. 285 feet to a stone; thence N. 12-00 E. 617 feet to a stake on the branch; thence up said branch N. 27-00 E. 86 feet to a bend; thence up said branch N. 46-00 E. 200 feet to a bend; thence up the branch N. 17-30 E. 295 feet to a stake in the branch corner of Howell land; thence N. 61-50 E. 1731 feet to pin in road; thence with road as line S. 51-30 E. 157 feet to a bend; thence S. 46-00 E. 101 feet to a bend; thence S. 37-30 E. 101 feet to a bend; thence S. 29-00 E. 431 feet to an iron pin, old Willis corner; thence S. 67-30 W. 453 feet to an iron pin in ditch; thence S. 43-30 W. 690 feet to stake in large gully; thence S. 1-30 W. 832 feet to stake on bank of creek; thence S. 23-00 W. 191 feet to stake in old run of creek; thence crossing the swamp to the point of BEGINNING. (SEE Prepayment Agreement attached as Exhibit A*)

Together with all and singular rights, members, appurtenances, and appurtenances to the same belonging or 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 to, or fitted thereon 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 that certain the said premises unto the Mortgagee, its heirs, successors and assigns, forever. The Mortgagee 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 hereon, and the Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whatsoever claiming the same or any part thereof.

The Mortgagee further covenants and agrees as follows: (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, or for any other purposes required by the Mortgagee.

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