MORTGAGE OF REAL ESTATE-Office of GEGINDE F. TOWNER, Attempt at Law, Greenville

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BOOK 1113 PAGE 347

MORTGAGE OF REAL ESTATE

TOTALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, C. LEE DILLARD,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bessie James and Eula James Dillard,

(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

One Hundred Thirty Five Thousand and no/100 - - - - Dollars (\$135,000.00) due and payable \$33,750.00 on December 31, 1968; \$33,750.00 on January 2, 1969; \$33,750.00 on January 2, 1971,

with interest thereon from date at the rate of five per centum per annum, to be paid semi-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

ALL that tract of land in the County of Greenville, State of South Carolina, containing 46.32 acres, more or less, and shown on a plat entitled "Property of Greenville County School District" made by C. O. Riddle, November, 1968, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the intersection of Brushy Creek Road and Kimbrel Road, and running thence with the center of Kimbrel Road, S. 47 - 46 W. 528.9 feet, S. 46 - 26 W. 100 feet, S. 36 - 02 W. 100 feet, and S. 29 - 53 W. 99.7 feet to a pin; thence S. 83 - 20 E. 245.7 feet to an iron pin; thence S. 32 - 34 E. 1,330 feet to an iron pin; thence N. 52 - 21 E. 1,317.6 feet to an iron pin; thence N. 66 - 40 W. 257.25 feet to an iron pin; thence N. 23 - 51 E. 590.5 feet to a nail and cap in the center of Brushy Creek Road; thence with the center of Brushy Creek Road, the following courses and distances: N. 68 - 11 W. 273 feet, N. 73 - 28 W. 200 feet, N. 76 - 30 W. 200 feet, N. 80 - 54 W. 200 feet, N. 83 - 26 W. 200 feet, and N. 85 - 08 W. 400 feet to the beginning corner.

This 46.32 acres includes the acreage in the rights of way of Brushy Creek Road and Kimbrel Road; and, excluding such rights of way, there are 45 acres.

This is a purchase money mortgage.

Satisfactory substitute collateral having been given to secure the above note, the lien of this mortgage is accordingly satisfied and cancelled this 31st day of December, 1968.

WITNESS:

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Older James Cinaria

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.

Satisfory substitute collateral having been given To secure
The above note, the him of this mortgage is accordingle
satisfied and cancelled this 3/st. day of December
1968. Busice cames.

JI DAY OF DEC. 1968

The Granes dillard

Witness George F. Townes

R M G POR GREENVILLE COUNTY, S. C.

AT OCCOOK M. NO. 15577