

JUL 6 12 57 PM '76

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Oliver Kenneth Power, III and Martha B. Power

(hereinafter referred to as Mortgagor) is well and truly indebted unto Merchants & Farmers Bank
Kosciusko, Mississippi 39090

(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

FORTY SEVEN THOUSAND AND NO/100----- Dollars (\$ 47,000.00) due and payable
July 2, 1977;

with interest thereon from Date at the rate of 8.75 per centum per annum, to be paid:

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

Lot 56, Forrester Woods, Section 7 ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the eastern side of Cherry Hill Road and being known and designated as lot 56 on a plat of Forrester Woods, Section 7, Sheet 2, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 5 P at Page 22 and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the easterly edge of Cherry Hill Road at the joint front corner of lots 55 and 56 and running thence along a line of lot 55 S. 82-49 E. 178.5 feet to the center of a creek; thence along the center of said creek S. 8-23 W. 35.0 feet to a point;; thence continuing along the center of said creek S. 1-12 W. 90.0 feet to a point; thence along a line of lot 57 N. 77-00 W. 194.8 feet to a point on the easterly edge of Cherry Hill Road; thence along the easterly edge of said road N. 11-51 E. 80.0 feet to a point; thence continuing along the easterly edge of said road N. 7-38 E. 25.0 feet to the beginning corner.

... and being the same property conveyed by Danco, Inc. to Oliver Kenneth Power, III and Martha B. Power by a deed dated July 1, 1976, and recorded on July 1, 1976, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1038 at Page 944.



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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