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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE OLLIE FARNSWORTH R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, M. Graham Proffitt, III and William L. Hunter, are

(hereinafter referred to as Mortgagor) Well and truly indebted unto

Jessica C. Mayes

(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 and No/100----

Dollars (\$ 4, 000, 00 One Thousand and No/100 (\$1,000.00) Dollars plus interest on the ___ day of June, 1972, and One Thousand and No/100 (\$1,000.00) Dollars plus interest on the ____day of each succeeding year thereafter until paid in full, with the privilege to anticipate payment of the whole or any part at any time,

with interest thereon from date at the rate of Six (6%) 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 Mortgages 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 as-

"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 the City of Greenville, and being more fully described as follows:

"BEGINNING at an iron pin on Buckner Alley and running thence S. 36 W. 161 feet (passing through the center of a well) to an iron pin; thence S. 52 E. 89 feet to an ironpin; thence N. 22-1/2 E. 180 feet to an ironpin in Buckner Alley; thence with said alley, N. 69 3/4 W. 47 feet to the beginning corner;

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, and being more fully described as follows:

BEGINNING at a point on the southern side of Buckner Alley 86.8 feet, more or less, west of Mansell Street, corner of lot now or formerly owned by A. G. Edwards, et al. and running thence S. 20 W. 188 feet to a point; thence N. 72 W. 30 feet to a point; thence N. 20 E. 188 feet to a point on the southern side of Buckner Alley; thence with said alley, S. 72 E. 30 feet to the beginning corner; being the same conveyed to the said Charles F. Mayes by Hattie Houston, et al. by deed dated April 1, 1937 and recorded in the R.M.C. Office for Greenville County in Vol. 198 at Page 212 and being a portion of the property devised to Jessica C. Mayes under the Will of her late husband Charles F. Mayes, which Will is on file in the Office of the Probate Judge for Greenville County in Apt. 633, File 28. The above described properties are the same conveyed to the mortgagors by the mortgagee by deed of even date to be recorded herewith.

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 thereform, 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 lowfully 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof,