

REGULATION NO. 22
COMPLIED WITH

FILED
GREENVILLE S.C.

BOOK 1265 PAGE 593

HUNTON, DRAWDY, DISNEY, MARCHBANKS, CHAPMAN & BROWN, P.A., 207 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

in 7 2 17 PM
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, **IMPERIAL PROPERTIES, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

RAY D. HAWKINS

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **FORTY FIVE THOUSAND and no/100**-----Dollars (\$45,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein; with interest thereon from date at the rate of **8** per centum per annum, to be paid as provided for in said note; and,

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 those certain pieces, parcels or lots of land, together with buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, Town of Fountain Inn, being shown and designated as Lots Nos. 7, 8 and 9 on a Plat entitled "Map No. 1 of VAUGHN HEIGHTS", Property of J. C. Vaughn, made by C. O. Riddle, Surveyor, dated October 29, 1953, revised October 22, 1964, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern edge of North Main Street, joint front corner of Lots Nos. 6 and 7 and running thence with the Southwestern side of North Main Street, N. 78-20 W., 90 feet to an iron pin; thence continuing N. 80-25 W., 90 feet to an iron pin; thence continuing N. 81-23 W., 103.4 feet to an iron pin at intersection of North Main Street and Valley View Road; thence running with the Southeastern side of Valley View Road, S. 23-20 W., 150.2 feet to a point, joint rear corner of Lots Nos. 9 and 10; thence running S. 79-25 E., 312.10 feet to a point, joint rear corner of Lots Nos. 6 and 7; thence running with the joint line of said lots, N. 12-15 E., 150 feet to the point and place of beginning, this being a portion of the property conveyed by the Mortgagee to the Mortgagor by deed to be recorded herewith.

The Mortgagor hereof reserves the right to release any lot covered hereunder upon the payment to the Mortgagee one-third (1/3) of the outstanding balance due on the indebtedness hereof at the time the release is granted.

Together with all and singular rights, members, hereditaments, 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.