

MORTGAGE OF REAL ESTATE-Office of Hubert E. Nolin, Attorney at Law, Greenville, S. C.

BOOK 1273 PAGE 767

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
GREENVILLE, CO. S. C.

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

REGULATORY  
COMMITTEE

27 4 05 PM '73  
DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, I, MICHAEL H. HAWKINS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN B. MARCHBANKS & FRANK L. MARCHBANKS

(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 EIGHTY THOUSAND AND NO/100

----- Dollars (\$80,000.00) due and payable  
\$500.00 per month until paid in full, the first payment to commence one month from date and to continue at the rate of \$500.00 each month thereafter until paid, PLUS INTEREST, PAYABLE ANNUALLY, with the right to anticipate the full amount of any part thereof at any time without penalty with 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, 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 in Paris Mountain Township, containing 13.75 acres, more or less, according to a plat of the Property of B. F. Marchbanks Estate located on the Eastern side of Poinsett Highway and having, according to survey made by Terry T. Dill dated October 1965, the following metes and bounds:

BEGINNING at an iron pin on Poinsett Highway (U.S. 25 and 276) and running thence along said Highway, South 12-39 East 1,103.5 feet to an iron pin; running thence along line of Tract No. 5 of the J. C. Hawkins Estate, South 67-50 East 118 feet to an iron pin on Buncombe Road (Old U.S. 25) running thence along said highway, North 33-00 West 218.5 feet; thence continuing along the edge of said Road, North 38-58 West 1,736.5 feet to an iron pin; running thence South 59-00 West 80 feet to an iron pin on Poinsett Highway (U.S. 25 and 276), the beginning corner.

ALSO: All that piece, parcel or tract of land in Paris Mountain Township, County of Greenville, State of South Carolina on the west side of Poinsett Highway, according to a plat of property of the late C. J. Hill Estate, prepared by Terry T. Dill, November 1965 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of Old U. S. Highway # 25 at the point where the common line of J. A. Phillips and the C.J. Hill Estate cross said Highway and running down the center of said Highway, S. 38-58 E. 378 feet to an iron pin in the center of said Highway; thence N. 44-53 West 401 feet to an iron pin on the property of B. F. Marchbanks Estate; thence N.77-42 E. 46.4 feet to the point of beginning, the same containing 0.17 acres.

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.