

RECORDED NO. 229
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 6 12 04 PM '73
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, Henry Frank Hayes and Lethia Hayes

(hereinafter referred to as Mortgagor) is well and truly indebted unto Peoples National Bank of Greenville, South Carolina

(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 Five Thousand Nine Hundred Eighty and 80/100

Dollars (\$ 5,980.80) due and payable at the rate of Seventy One and 20/100 (\$71.20) Dollars per month beginning July 15, 1973 and continuing on the same date of each succeeding month thereafter until June 15, 1980 or until such time as the mortgage note is paid in full

with interest thereon from July 15, 1973 at the rate of 10.51 per centum per annum, to be paid: each month first to apply to interest and then to principal.

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, and being more particularly described as Lot No. 285, Section 2, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, Greenville, S. C., February, 1959, and recorded in the Office of the RMC for Greenville County in Plat Book QQ at pages 56 to 59. According to said plat the within-described lot is also known as No. 22 Saco Street and fronts thereon 59 feet.

This property is subject to existing and recorded easements, rights of way and restrictions of record and as shown on said plat, and specifically to those reservations recorded in Deed Book 624, Page 221, RMC Office for Greenville County.

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.