

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S.C.
MAY 25 2 53 PM '76

MORTGAGE OF REAL ESTATE

DONALD S. YARBRO AND ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **MICKEY L. HERRING AND VICTORIA T. ROBINSON**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **EUGENE E. HAMMETT**

(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 **TWENTY ONE THOUSAND SIX HUNDRED AND NO/100THS--**

----- Dollars (\$ 21,600.00) due and payable

in monthly installments of \$180.69 per month for 10 years with the balance due and payable on or before June 1, 1986. First payment to commence on July 1, 1976.

with interest thereon from _____ date at the rate of **eight** per centum per annum, to be paid **monthly**

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 Mortgagee 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 Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the said Mortgagor 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**, being shown as the northeastern portion

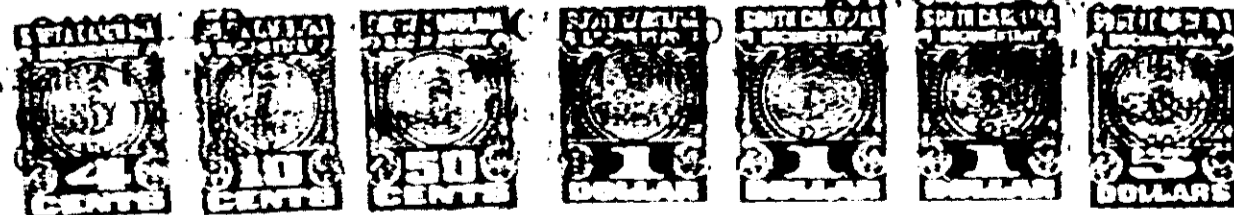
of Tract No. 7 on plat of the Property of Jesse L. French Estate dated April, 1930, prepared by Dalton & Neves, recorded in Plat Book G at page 271 in the R. M. C. Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stone on the line of property now or formerly of B. D. Davenport near a branch and running thence with said property N. 75-20 W. crossing said branch 1,540 feet to a stone; thence with property of Jean H. Jameson S. 1-0 E. 1,800 feet to a stone near an old road; thence still with the Jameson property S. 56-30 E. 1,389 feet to a stone on line of property now or formerly belonging to Joseph A. McCollough; thence with said property N. 6-30 W. 890 feet to a stone; thence still with the McCollough property N. 16-50 E. 1,365 feet to the point of beginning and containing 56.90 acres, more or less.

ALSO a right of way for a road crossing property belonging to Jean H. Jameson and being further described as Lot 7.1, Block 1, Sheet 590.1, said right of way to be 50 feet in width, the center line of which is described by courses and distances as follows:

BEGINNING at a point in the property line of the above named Jean H. Jameson and running thence the following courses and distances: S. 44-36 W. 45.6 feet, S. 71-21 W. 50.9 feet, N. 78-15 W. 168 feet, N. 61-0 W. 463 feet, N. 77-25 W. 107 feet, and N. 65-32 W. 228 feet to a point near the center of an unnamed public road. See plat entitled "Right of way easement, Jameson-Hammett propert", dated September, 1974, prepared by Dalton & Neves Company, recorded in Plat Book 5H at page 44 in the R. M. C. Office for Greenville County, South Carolina

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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 whatsoever lawfully claiming the same or any part thereof.

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