

JUL 28 12 13 PM '77

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Wallace H. Hawkins

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kathleen D. Nix, Leonard D. Nix, Jr. and Joyce Nix Poole

(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

Sixty-Three Thousand and No/100 - - - - - Dollars \$ 63,000.00 due and payable

in monthly payments of \$1,277.42 each, commencing August 1, 1977 and continuing at the same rate on the 1st day of each month thereafter for a period of five years; at which time the unpaid balance, if any, becomes due and payable, with each payment applied first to payment of interest and balance to principal with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

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 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 about twelve miles North of the City of Greenville, on the West side of Buncombe Road, adjoining lands of J. S. Kelley, George W. Bishop, John McCauley and others and having the following metes and bounds, to wit: BEGINNING at a Post Oak on the Buncombe Road, corner of J.I. Coleman's old place and running thence N. 20½ E. 15.50 chains to a stake on the side of said road; thence N. 79½ W. 24.70 chains to a Mulberry 3x near the Cattail Branch; thence down the meanderings of said branch to a White Oak, dead and down; thence S. 23½ W. 1.40 chains to a stone; thence S. 15 W. 1.7 chains to a stake; thence S. 32½ W. 1.80 chains to a stake; thence S. 37½ W. 2.80 chains to a stake, corner of Coleman's land; thence with the said Coleman's line, S. 79½ E. 23.00 chains to the beginning corner and containing 35 ACRES, more or less. This being the same property conveyed by T. Frank Coleman to Leonard D. Nix by deed recorded on April 24, 1933 and recorded in Deed Book 115, page 420.

ALSO: All that other piece, parcel or tract of land in Bates Township, Greenville County, State aforesaid, adjoining lands of James Kelley, Charles Robinson, W. E. Hart and others: BEGINNING on a stone and running thence S. 24¼ W. 13.56 chains to a stone x3om; thence N. 77¼ W. 7.65 chains to a Mulberry o.m. on a branch; thence up the branch as the line about 17.50 chains to a R.O. in Spring (gone); thence N. 19¼ E. 2.14 chains to a post oak 3xom; thence N. 15 W. 6.00 chains to a stone 3xom; thence N. 56-¾ E. 4.50 chains to a P.O. 3xom; thence S. 58½ E. 13.80 chains to the beginning corner and contains 19 acres, more or less.

ALSO: All that other piece, parcel or lot of land situate, lying and being in the State and County aforesaid, known as a part of Tract No. 2 of W. H. Sammons Estate, adjoining the above described tract and others: BEGINNING on a stone and running thence N. 14 W. 3.20 chains to iron pin in the old Shelton Road; thence with said road, N. 69 E. 1.33 chains to iron pin; thence S. 88 E. 4.00 chains to iron pin in old road; thence N. 66 E. 3.86 chains to iron pin in Road; thence S. 57¼ W. 9.50 chains to the beginning corner and contains 1-15/100 acres, more or less. This being the same property conveyed to L. D. Nix by W. E. Hart by deed recorded in the RMC Office for Greenville County on Sept. 28, 1940 in Deed Book 226, page 22.

LESS, HOWEVER, that portion of the above described property heretofore conveyed by the Mortgagees to Winston S. Cox by deed dated Dec. 9, 1977 and recorded in Deed Book 1047, at page 640.

This being the same property conveyed to the Mortgagor by the Mortgagees by deed of even date and recorded simultaneously with this Mortgage.

THIS MORTGAGE IS SUBJECT TO THE CONDITIONS SET FORTH IN AN AGREEMENT ENTERED INTO

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.

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