

3502 U.S. 276 Frontage Road
Simpsonville, SC 29681

MORTGAGE - INDIVIDUAL FORM - **DILLARD & SUTHERLAND, P.A., GREENVILLE, S. C.**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
SEP 13 2 43 PM '79
DONN... LANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1481 PAGE 328

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **JOE V. HAYES**

Joe V.

(hereinafter referred to as Mortgagor) is well and truly indebted unto **ASSOCIATED BUILDERS & DEVELOPERS, INC.**

(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 **ONE THOUSAND, FOUR HUNDRED TWENTY-SEVEN AND 17/100** Dollars (\$ 1,427.17) due and payable **ONE (1) YEAR FROM DATE**

with interest thereon from date at the rate of **eight** per centum per annum, to be paid: **At maturity.**

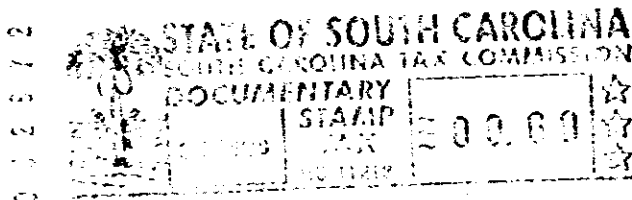
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Paris Mountain Township, on the southern side of Reid School Road and Roberts Road, being a portion of Lot No. 16, all of Lot No. 17, and a portion of Lot No. 18 of a subdivision of the property of the J. H. Roberts Estate as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book W, at page 67, and also being shown as a 1.07 acre tract on a plat of the property of Joe V. Hayes, prepared by Van T. Cribb, R.L.S., February 7, 1975, and having, according to the last mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Roberts Road at the corner of other property belonging to Pebble Creek Development, and running thence along the line of that property, S.35-56 W. 200.00 feet to an iron pin; thence N.64-54 W. 203.01 feet to an iron pin; thence along the line of other property belonging to Pebble Creek Development, N. 12-21 E. 180.94 feet to an iron pin on the southern side of Reid School Road; thence along the southern side of Reid School Road, S. 72-04 E. 72.00 feet to an old iron pin; thence continuing along the southern side of Reid School Road and Roberts Road, S. 72-37 E. 120.34 feet to an old iron pin; thence along the southern side of Roberts Road, S. 61-36 E. 90.00 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagor by deed of Pebble Creek Development, a partnership, dated March 7, 1975 and recorded in the RMC Office for Greenville County in Deed Book 1015, page 437, on March 10, 1975.



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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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