

STATE OF SOUTH CAROLINA NOV 14 4 58 PM '79

COUNTY OF GREENVILLE W. S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1488 PAGE 261

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, PERRY V. HAYMES AND HELEN S. HAYMES

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST

(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 FIVE THOUSAND AND NO/100-----

-----Dollars (\$25,000.00) due and payable

IN ACCORDANCE WITH NOTE THIS DATE SIGNED

with interest thereon from date of the rate of ----- per centum per annum, to be paid: -----

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 more fully described according to a plat entitled property of J. R. Martin, dated November, 1973, and recorded in the RMC Office for Greenville County in Plat Book 5B, Page 65, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the right-of-way of US Highway 276, the joint front corner of property owned by Grantor and property now or formerly belonging to Teachey, and running thence along their common boundary, S. 48-56 W., 756 feet to an iron pin; thence running S. 41-54 E., 450.1 feet to a point on a branch (old run of branch as line); thence following branch N. 20-20 E., 56 feet to a point; thence running N. 47-18 E., 104.2 feet to a point; thence N. 83-33 E., 73.7 feet to a point; thence N. 46-19 E., 181.6 feet to a point; thence N. 22-51 E., 137 feet to a point; thence N. 23-30 E., 122.8 feet to a point; thence N. 33-34 E., 109 feet to an iron pin on US Highway 276; thence along right-of-way of US Highway 276 N. 41-04 W., 154.5 feet to an iron pin; thence N. 48-56 E., 15 feet to an iron pin; thence continuing along said Highway N. 41-04 W., 157.5 feet to an iron pin, the point of beginning. Said tract contains 7.03 acres.

This is the identical property conveyed to the mortgagors by deed of J. Robert Martin as recorded in the RMC Office for Greenville County in Deed Book 992, Page 756, January 25, 1974.

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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 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.

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