GREEN'S 5 CO. S. C.

accis 1493 1458843

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

3 04 AM \*80 MORTGAGE OF REAL ESTATE TANKER TO LAW WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAC E. SNYDER

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. W. Hiller & E. S. Miller, Individually And As Trustees, Under Trust Provisions contained in Deed Book 1020 at page 289 recorded in the R.M.C. Office for Greenville County, South Carolina (hereinalter 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

Eight- Two Thousand Eight Hundred Eighteen & 81/100

Dollars (\$ 82,818.81

According to terms of note dated of even date.

with interest thereon from

at 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 Mortgager 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, being known and designated as Tract Number 2, according to a survey for Mac E. Snyder and James P. Brockman, prepared by Charles K. Dunn, R.L.S., and being dated January 8, 1980, said property being located five miles North of Greenville on Patrol Club Road and Phillips Trail Road, and containing 40.799 acres.

BEGINNING at a spike in the center of Patrol Club Road and Phillips Trail Road and running thence along Phillips Trail Road the following courses and distances: N. 8-13 E. 100 feet; thence continuing N. 75-35 E. 145.67 feet; thence N. 68-12 E. 187.49 feet; thence N. 61-11 E. 218.29 feet; thence leaving Phillips Trail Road and running along Tract No. 4, to the center line in a branch, S. 34-30 E. 149.22 feet; thence along the center line of said branch, the following courses and distances; the chords of which are as follows: S. 61-56 W. 100.23 feet; S. 25-54 W. 206.27 feet; S. 53-00 W. 162.18 feet; thence S. 01-44 E. 117.94 feet; S. 39-15 W. 148.84 feet; S. 18-06 W. 86.2 feet; S. 44-12 W. 132.88 feet; S. 84-47 W. 71.06 feet; S. 32-26 W. 78.02 feet; S. 11-08 E. 113.3 feet; S. 38-40 W. 215.43 feet; N. 75-08 W. 142.97 feet; S. 06-12 W. 178.52 feet; S. 18-32 E. 87.56 feet; S. 22-38 W. 318.41 feet; S. 29-00 W. 159.2 feet; S. 56-29 W. 102.22 feet; S. 29-40 W. 222.32 feet; S. 36-24 W. 99.04 feet; S. 42-43 W. 141.46 feet; thence leaving said branch, N. 58-58 W. 559.11 feet; thence N. 61-50 W. 252.59 feet; thence with F. S. Hester property, N. 09-39 E. 326.22 feet; thence N. 52 E. 125.5 feet; thence with E. E. Hester property, N. 52-19 E. 319.49 feet; thence N. 51-34 E. 111.85 feet; thence N. 03-36 E. 277.65 feet to a point in Patrol Club Road; thence along Patrol Club Road, N. 52-34 E. 721.41 feet; thence N. 52-02 E. 444.03 feet to the beginning corner.

There are two other mortgages executed simultaneously herewith on adjoining properties and upon the payment of a total sum of \$80,000.00 toward total purchase price, two separate parcels for a total of five (5) acres will be released from the Mortgage, one to James P. Brockman, his heirs and assigns and/or Mac E. Snyder, his heirs and assigns.

THIS BEING the same property conveyed by deed from Thomas W. Miller & E. Stone Miller, Individually unto Thomas W. Miller and E. Stone Miller, As Trustees for William N. Hiller, Jr., Lilla M. Byrum and May M. Whitley, said deed being recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1020 at page 286 on the 25th day of April, 1975.

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 rich fixtures and equipment, other than the with 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.

FIThe Mortgagor covenants that it is lawfully seized of the premises heireinabove 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 PARTY OF STREET

Difference and the second