

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

S. C.
1980
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WHEREAS, DAVID H. HAMES and JUDY C. HAMES

(hereinafter referred to as Mortgagor) is well and truly indebted unto

WALTER S. MCGILL, III and GAIL L. MCGILL

(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

SEVEN THOUSAND TWO HUNDRED FIFTY Dollars (\$ 7,250.00) due and payable

on or before July 10, 1981,

with interest thereon from date at the rate of 10% per centum per annum, to be paid: at maturity
Borrowers reserve the right to anticipate in full or in part at any time without penalty.

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, near the City of Greenville, containing 1.47 acres, more or less, and having, according to a Plat entitled "Property of James M. McCorkle" dated March, 1976, recorded in the RMC Office for Greenville County in Plat Book 5-Q, at Page 144, the following metes and bounds:

BEGINNING at an iron pin on the western side of Devenger Road, joint front corner of the premises herein described and property now or formerly of J. Curtis and Louise S. Gilstrap, and running thence with the line of property now or formerly of Gilstrap, N 59-28 W, 359.9 feet to an iron pin on the eastern side of Phillips Lane; thence with said Lane, N 6-58 W, 110 feet to an iron pin at the joint rear corner of the premises herein described and property now or formerly of Patterson-Taylor Builders, Inc.; thence with the line of property now or formerly of Patterson-Taylor Builders, Inc., the following courses and distances: N 73-37 E, 119.3 feet to an iron pin; thence S 58-51 E, 308.6 feet to an iron pin on the western side of Devenger Road; thence with said Road, S 18-23 W, 175 feet to an iron pin, the point of beginning.

LESS HOWEVER, ALL that piece, parcel, or lot of land, situate, lying and being on the northwestern side of Devenger Road, Greenville County, South Carolina, being shown on a Plat entitled "Property of James M. McCorkle", dated March, 1976, revised February 28, 1977, prepared by C. O. Riddlge, RLS, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on or near the northwestern side of Devenger Road at the joint front corner of the within described property and Lot No. 1 of QUAIL RIDGE Subdivision, and running thence along the edge of Devenger Road, S 18-23 W, 175 feet to an iron pin on the western edge of Devenger Road; thence with the line of property now or formerly belonging to J. Curtis Gilstrap and Louise S. Gilstrap, N 59-28 W, 221.2 feet to an iron pin; thence N 27-52 E, 173.4 feet to a manhole cover; thence S 58-51 E, 192.6 feet to an iron pin on or near Devenger Road, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Walter S. McGill, III and Gail L. McGill, dated July 9, 1980, to be recorded simultaneously herewith.

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S. C. DEPT. OF REVENUE

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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