

MORTGAGE OF REAL ESTATE

Mortgagee's address: *Barbara Bayne*
311 *Dagwood Rd., Greenville, S.C. 21601*

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

S. C. MORTGAGE OF REAL ESTATE

201500 786

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SMASLEY

WHEREAS, Margie R. Schmauch and Jarrett D. Evett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Michael W. Taylor (1/3 Interest), John Jeffrey Harmon (1/3 Interest), and Barbara Joan Bayne (1/3 Interest).

(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 -One Thousand and no/100

Dollars (\$ 21,000.00) due and payable

in four (4) equal annual installments of \$ 2,300.48 each, to be applied first to interest on the unpaid balance and then to principal. Each of the said installments specified herein shall be due and payable on the anniversary date of this mortgage with the first installment due August 2, 1981. Payment in full (balloon payment) in the amount of \$ 20,843.88 to be made five (5) years from date, with interest thereon from date at the rate of Nine (9%) per centum per annum, to be paid.

Schedule "A" attached hereto and made a part hereof.

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

ALL that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, about 8 miles Southwest of the City of Greenville on the North side of Highway No. 294, containing 24 acres, more or less and having, according to survey made by Dalton & Neves, Engrs. in April, 1940, the following metes and bounds:

BEGINNING in the center of Highway No. 294 in line of Mitchell property and running thence with the line of said property, N. 11-40 West 1990 feet, more or less, to a stake in line of property now or formerly owned by Robert Rosamond; thence with the line of said property, S. 85-45 West 708 feet to a stake in line of property now or formerly owned by Tench; thence with the line of said property, S. 21-15 East 2270 feet to center of Highway No. 294; thence with the center of said Highway in an Easterly direction 300 feet to the beginning corner. Being that portion of the 25-acre tract lying on the North side of Highway No. 294 conveyed to C.C. Smawley and J.W. Smawley by George Galphin by deed dated April 16, 1940 and recorded in the R/C Office for Greenville County in Deed Book 220 at Page 301.

LESS:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, consisting of four (4) acres being shown on a plat prepared by Webb Surveying and Mapping Co., dated November 8, 1977, and recorded in the R/C Office for Greenville County, S.C., in Plat Book 6-K at Page 37 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Old Grove Road with said spike being approximately 569.7 feet from the intersection of Old Grove Road and Augusta Road (Hwy. 25), thence running with the center of Old Grove Road S. 69-18 W. 252 feet to an iron pin; thence running N. 21-15 W. 595 feet to an iron pin; thence running N. 70-30 E. 351.2 feet to an iron pin; thence running S. 11-40 E. 595 feet to an spike in the center of Old Grove Road, point and place of beginning.

THIS being the same property conveyed to the mortgagors herein by deed from the mortgagees herein as recorded in Deed Book 1130 at Page 422, in the R/C Office for Greenville County, S.C., on August 4, 1980.

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 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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