

Mortgagee's mailing address: 24 W. Avondale Drive, Greenville, S. C. 29609 **1538 799**

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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CO. S. C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **JOHN E. HANKERSLEY**
Rey's Jewelers, Inc. R.M.C.

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

Richard D. Mitchell and Martha Elisabeth

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the sum of Forty Thousand and 00/100

Dollars (\$ 40,000.00) due and payable

in two (2) equal principal payments of \$20,000.00 each plus interest on the outstanding principal at the rate of twelve percent (12%) per annum; the first payment of principal and interest to be due and payable on April 20, 1982, and the second payment of principal and interest to be due and payable on April 20, 1983, with the privilege of prepayment in full or in part at any time without penalty. Richard D. Mitchell owns sixty (60%) of the within Mortgage and Martha Elisabeth Mitchell owns forty (40%) percent of the within Mortgage.

with interest thereon from _____ date _____ at the rate of 12% per centum per annum, to be paid: annually

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 certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot No. 9 of a subdivision of the property of Richard F. Watson, Jr. and Evelyn P. Watson as shown on a preliminary plat thereof prepared by Piedmont Engineers and Architects, and having, according to a plat entitled "Property of Robert J. Edsall and Christine S. Edsall" prepared by Piedmont Engineers and Architects, October 21, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern edge of Darien Way, the joint front corner of Lots Nos. 8 and 9; and running thence along the joint line of said lots, S. 11-55 W. 273.2 feet to an iron pin on the rear line of Lot No. 5; thence along the line of that lot, N. 74-20 W. 45.2 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 4; thence along the rear line of Lot No. 4, N. 86-08 W. 179.3 feet to an iron pin at the rear corner of Lot No. 10, now the property of William R. Donahoo, Jr., et al.; thence along the line of that lot, N. 6-30 E. 288.2 feet to an iron pin on the southern edge of Darien Way, thence along the southern edge of Darien Way, S. 79-56 E. 250.0 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Richard D. Mitchell and Martha Elisabeth Mitchell of even date, to be recorded herewith.

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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 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.

4. OCTO 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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