BROWN, BYRD, BLAKELY, MASSEY, LEAPHART & STOUDENMIRE, P.A., 700 East North St., Greenville, SC Mortgagees' address: Route 4, Box 120-E MORTGAGE OF REAL ESTATE -Boone, North Carolina 28607 ୍ ୍ର ଓ . S. C. STATE OF SOUTH CARGEINA TO ALL WHOM THESE PRESENTS MAY CONCERN: MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE

JOHN T. MILLS, SR., and SANDRA G. MILLS-----WHEREAS,

TO MERSLEY

WALTER C. BAKES and BETTE L. BAKES----thereinafter referred to as Mortgagor) is well and truly indebted unto

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thereinafter 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 Eighty-Five Thousand and No/100-----

in equal monthly payments of \$874.33, which includes interest computed at the rate of Twelve (12%) percent per annum, the first such payment being due and payable on July 1, 1981, and continuing thereafter on the first day of each and every month until the fifth (5th) anniversary date of the within Note, at which time all outstanding and unpaid principal, together with all accrued interest, shall then be due and owing.

------Dollars (\$ 85,000.00---) due and payable

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 Mortgagoe 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, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 18, Section 1, Botany Woods, as shown on plat recorded in the Greenville County RMC Office in Plat Book QQ at Page 78, and having, according to a more recent survey thereof entitled "Property of John T. Mills and Sandra G. Mills", dated May 22, 1981, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 9-R at Page 20, the following metes and bounds, towit:

> BEGINNING at an old iron pin on the Southern side of the right-of-way of Edwards Road, at the joint front corner of Lots No. 18 and 17 (said iron pin being 805 feet, more or less, from the intersection of Edwards Road and Botany Road) and running thence along said right-of-way S. 79-40 E., 92.1 feet to an old iron pin; thence continuing along said right-of-way S. 81-49 E., 57.9 feet to an old iron pin at the joint front corner of Lots 18 and 19; thence running along the joint line of said lots S. 5-07 W., 220.6 feet to an old iron pin in the line of Lot No. 7; thence running N. 85-07 W., 65.0 feet to an old iron pin at the joint corner of Lot No. 8; thence running N. 87-24 W., 77.6 feet to an old iron pin at the joint rear corner of Lots No. 18 and 17; thence running along the joint line of said lots N. 3-24 E., 235.9 feet to an old iron pin on the Southern side of the right-of-way of Edwards Road, at the joint front corner of Lots No. 18 and 17, the point and place of beginning.

> This is the same property conveyed to the Mortgagors herein by deed of Walter C. Bakes and Bette L. Bakes recorded in the Greenville County RMC Office in Deed Book 1149 at Page 35 on May 29, 1981.

> > CONTRACTOR OF SOUTH LARCHMA
> >
> > FOR CHENTARY
> >
> > STAMP
> >
> > 3 1 0 9 77

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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