

MORTGAGE OF REAL ESTATE.

BOOK 1568 PAGE 515

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE S.C.
MORTGAGE OF REAL ESTATE
APR 22 10 58 AM '85
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONALD E. HAMMONS
R.M.C.

WHEREAS, Donald E. Hammons

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

(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 and no/100-----
-----Dollars (\$ 7,000.00) due and payable

April 1, 1985

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, in Cleveland Township, containing 1.16 acres, 22 acres and 1 acre, more or less, about 23 miles north of Greenville and about one mile east of Gap Creek Church, and having the following metes and bounds, to-wit:

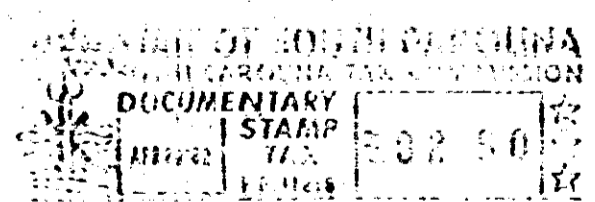
1.16 acres.
BEGINNING at an iron pin on the southern side of Gap Creek Road at the corner of the 22 acre tract, and running thence N. 47-30 E. 210 feet to an iron pin at the corner of the one acre tract; thence S. 53 E. 115 feet to a poplar on the branch; thence up the branch S. 84 E. 66 feet; thence with the branch S. 63 E. 44 feet to a point; thence S. 37-45 W. 260 feet to a poplar; thence N. 53-10 W. 250 feet to the point of beginning.

22 acres. BEING a tract adjoining the above and Elmo Bailey and others on the east, R. V. Bowron on the south and west and Gap Creek Road on the North. This tract was conveyed to H. E. Fuller in Deed Book 524, Page 342 and this and the 1.16 acre tract were conveyed as 23 acres to Mamie Smith by Timon B. Potts in Deed Book 260, Page 279.

1 acre. BEGINNING on the southeastern side of Gap Creek Road, at the 1.16 acre tract and running thence S. 53 E. 115 feet to a poplar on a branch; thence up the branch S. 84 E. 66 feet to a point; thence S. 63 E. 44 feet to a point; thence northeasterly crossing a branch 175 feet more or less, to a hickory at an old wagon road; thence along the center of old wagon road, as the line, 243 feet, more or less, to a point on the southeastern side of Gap Creek Road, at the corner of Elmo Bailey; thence along Gap Creek Road S. 47-30 W. 267 feet to the point of beginning. Subject to the rights reserved in deed of Elmo Bailey in Deed Book 543, Page 548, being water rights.

THIS BEING the same property conveyed to Donald E. Hammons by deed of Geraldine Payne dated April 19, 1982 and recorded in the RMC Office for Greenville County at Deed Book 1165, Page 438.

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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 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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