

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 17 12 34 PM '82

DEPT. OF RECORDS & ADMINISTRATION

WHEREAS, I, JOE F. HAYES

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. B. ANTHONY

(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 ONE HUNDRED AND TWENTY-FIVE THOUSAND and no/100 Dollars (\$ 125, 000. 00) due and payable

In five (5) equal installments of TWENTY-FIVE THOUSAND (\$25, 000. 00) DOLLARS each, with the first such payment due September 15, 1983, and the remaining four installments due on September 15th of each succeeding year until paid in full.

NO with/interest thereon from date at the rate of NONE per centum per annum, to be paid /

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:

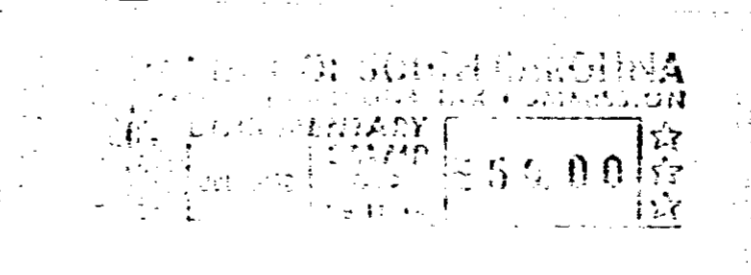
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 48 - 1/2 acres, more or less, situate, lying and being in O'Neal Township, on the Northwest side of the Tigerville-Greenville Road and having the following metes and bounds, to-wit:

BEGINNING at a point on the Northwest side of the aforesaid road at corner of land now or formerly of R. J. Ellis, and running thence along line of said land, N 32-30 W 23.84 chains to a stone on line of property now or formerly of W. L. Crain; thence along the line of said property S 58-3/4 W 14.15 chains to a red Oak, corner of property now or formerly of Viola P. Butler; thence S 18 - 1/2 E 29.0 chains to a point on the Northwest side of the Greenville Road; thence along the line of said road in a Northeasterly direction.

The above described tract of land is shown on plat thereof by B. F. Neves dated August 17, 1922, and recorded in the RMC Office for said County in Plat Book D, at page 141 and includes a 1-1/2 acre tract formerly known as the Gin-House Tract of Moon & Lindsey situate between the Greenville Road and the two metes and bounds lines shown on the Southern part of said plat.

Being the identical property conveyed to the Mortgagee by deed of the Mortgagor of even date to be recorded herewith.

Subject to any easements or rights of way as may appear of record.



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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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