

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 27 3 46 PM '77

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHNNY H. HYATT & SHARON K. HYATT

(hereinafter referred to as Mortgagor) is well and truly indebted unto AETNA FINANCE COMPANY D/B/A AETNA SERVICES OF SOUTH CAROLINA

(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 Thirty-three thousand, seven hundred sixty-one and 53/100-----Dollars (\$33,761.53) due and payable in accordance with term of note of even date herewith.

with interest thereon from DATE HEREOF at the rate of 21% per centum per annum, to be paid: MONTHLY

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 7.65 acres, more or less, as shown on plat of Harold Hyatt, recorded in the R.M.C. Office in plat book "4-0" page 349 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old Saluda Dam Road, at the corner of property conveyed to James and Donna Hyatt, and running thence S 70-44 E 292.2 feet to an iron pin; thence S 19-00 E 155 feet to an iron pin; thence S 3-00 W 163.6 feet to an iron pin; thence S 3-00 E 275 feet to an iron pin; thence along the line of property sold to Western Carolina Regional Sewer Authority, in a westerly direction, approximately 225 feet; thence N 27-30 W 500 feet to an iron pin in Old Saluda Dam Road; thence with the center of said road N 37-41 E 100 feet to an iron pin; thence N 30-01 E 71 feet to an iron pin; thence N 25-11 E 110.2 feet to the point of beginning. This property is subject to a right-of-way to Duke Power Company and to three rights-of-way to Western Carolina Regional Sewer Authority, as will appear of record.

This is a portion of the property conveyed to us by Harold L. Hyatt, et ux in Deed Book 1042, Page 670, on September 10, 1976.

RECORDED IN DEED BOOK 1042 PAGE 670
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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.

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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