

102 Herblewood Lane, Greenville, S.C. 29615  
MORTGAGE OF REAL ESTATE-Instituted by ELLY AND ELLY, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

OF THE 180<sup>th</sup> DAY OF OCTOBER, 1981

MORTGAGE OF REAL ESTATE 75-1021

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, ROLAND B. HAYES,  
D.O.B. 10/10/1931  
Deed after referred to as Mortgagor, do hereby make and enter into

THIS MORTGAGE, WITH LLOYD D. AUSTIN

(Deed after 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 Twenty-Five Thousand and 00/100-----

Dollars (\$ 25,000.00) less and deducting

plat, the following notes and amounts, to-wit:

BEGINNING at an iron pin on the eastern side of Haywood Road, which iron pin is located 301.7 feet from the intersection of Haywood Road and Pelham Road, at the corner of a tract containing 0.35 acres, and running thence with the line of said property, S. 89-59 E. 240 feet to an iron pin; running thence S. 5-50 E. 125.65 feet to an iron pin on the northern side of a Proposed Road, and running thence with the northern side of said Proposed Road, N. 89-59 W. 210.0 feet to an iron pin at the intersection of said Proposed Road and Haywood Road, and running thence with the curvature of said intersection, the chord of which is N. 49-03 W. 37.77 feet to an iron pin on the eastern side of Haywood Road; running thence with the eastern side of Haywood Road, N. 8-05 W. 101.3 feet to the point of beginning.

This is a portion of the same property conveyed to the mortgagor, Roland B. Hayes and Joe F. Hayes by deed of Steven Van Anten and Lincoln of South Carolina, Inc., dated January 15, 1981, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1141, at Page 54 on January 16, 1981. The mortgagor herein has an undivided one-fourth interest in the property herein described.

GRANTOR: ROLAND B. HAYES  
FILER: JAMES C. MANSLEY  
DATE: OCT 23 1981  
TIME: 4:56 PM '81  
REASON: RECORD  
SEARCHED  
INDEXED  
FILED  
SERIALIZED  
FILED  
OCT 23 1981

Together with all and singular rights, easements, 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 fixtures, plantings, and buildings fixtures new or hereafter erected, connected, or fixed thereto; 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 Mortgagor, 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 transfer 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 Mortgagor, forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

10301  
GCTO  
30C2381-065  
Land subdivided in lot  
23rd deft Oct 1 1981  
by Lloyd D. Austin  
10/23/81