

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

AUG 5 9 53 AM '74  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RESIDENTIAL ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLAUDE H & SARA W HAMBY

(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 SIXTEEN THOUSAND DOLLARS

Dollars (\$16,000.00) due and payable

JANUARY 23, 1975

with interest thereon from JULY 23, 1974 at the rate of .09% per centum per annum, to be paid: MONTHLY

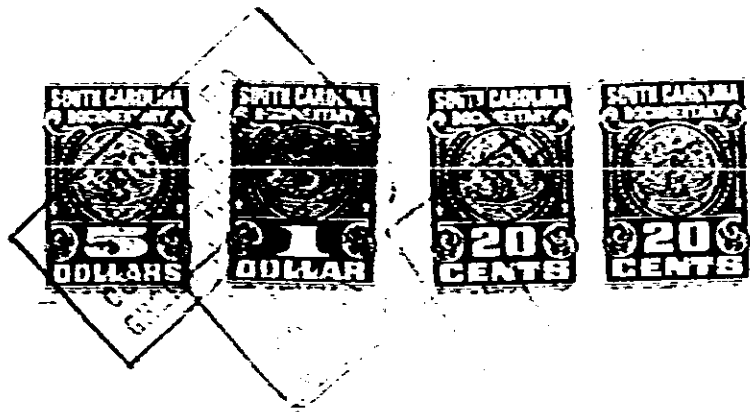
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, on the western side of Ashburn Place, being shown and designated as Lot No. 50 of Pelham Estates, Sec III, recorded in plat book 4 3 page 13 in the RMC Office for Greenville County, S.C., and having according to said plat the following courses and distances, to-wit:

Beginning at an iron pin on the western side of Ashburn Place, the joint front corner of Lots Nos. 49 & 50, and running thence with the joint line of said lots N. 22-31 W. 210 feet to an iron pin; thence along the rear of lot No. 50, S. 22-22 W. 212.2 feet to an iron pin; the joint rear corner of Lots Nos. 50 & 51; thence with the joint line of said lots S. 22-31 E. 240 feet to an iron pin on the western side of Ashburn Place; thence with the eastern side of said Drive N. 17-29 E. 200 feet to an iron pin, the point of beginning.

This is the same lot of land conveyed to grantor by Greenville Development Corporation by deed recorded January 5, 1973 in deed vol. 264 page 263 of the RMC Office for Greenville County, S.C. and is conveyed subject to restrictions recorded in deed vol. 772 page 237, a 10 ft. driveway easement as shown on the plat, and any other recorded restrictions, easements or rights of way or those shown on the plat or on the ground.



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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