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MORTGAGE OF REAL ESTATE—Office of P. BRADLEY MORRAH, JR., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

BOOK 1378 PAGE 387

COUNTY OF GREENVILLE SEP 22 10 59 AM '76

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, WE, FRANCIS W. McMAHAN and ALICE P. McMAHAN

(hereinafter referred to as Mortgagor) is well and truly indebted unto HAYES FOOD PRODUCTS, INC.

(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 Five Thousand and no/100 ----- Dollars (\$ 35,000.00) due and payable

in equal monthly installments of \$250.00 each, on the first day of each and every month hereafter with the first succeeding payment due and owing October 1, 1976 and continuing on the first day of each succeeding month until paid in full; payments applied first to interest, balance to principal.
with interest thereon from date at the rate of Five (5%) 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, being shown and designated as Lot 209 on a Plat of ORCHARD ACRES, Section 4, by Piedmont Engineering Service, May 1963, recorded in the RMC Office for Greenville County in Plat Book YY, at Page 115, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Fairhaven Drive at the joint front corner of Lots 209 and 210 and running thence along said Drive, N. 86-39 E. 96 feet to an iron pin; thence along the joint line of Lots 208 and 209, S. 03-21 E. 169.5 feet to an iron pin; thence S. 88-15 W. 96 feet to an iron pin; thence N. 03-21 W. 166.8 feet to the point of beginning.

Being the identical property conveyed to the Mortgagors herein by deed of William F. Morrow, Jr. and Carol G. Morrow, dated February 27, 1976 and recorded in the RMC Office for Greenville County, State aforesaid, in Deed Book 1032 at Page 452 on March 3, 1976.



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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