

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OCT 29 10 27 AM '76
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Joseph Dan Lynn and Evelyn H. Lynn

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jan K. Hitner and Mary Stuart Ivey Hitner,

(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 Six Thousand Three Hundred Ninety and No/100 ----

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AS

----- Dollars (\$ 6,390.00) due and payable in equal semi-annual installments of \$1,065.00 each, the first installment being due and payable on April 28, 1977, and each succeeding installment being due and payable on the 28th day of each successive six (6) months thereafter, until the balance due hereof shall be paid in full, with interest thereon from Oct. 28, 1976 at the rate of six (6) per centum per annum, to be paid: on or before October 27, 1979.

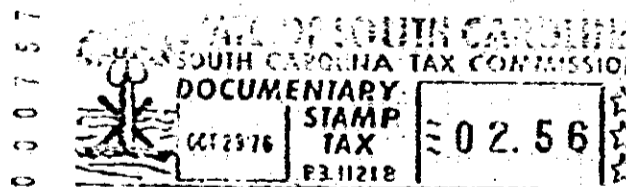
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, South Carolina, in the Northwest corner of the junction of Little Texas Road and Farmview Drive, in Bates Township, and having, according to plat of "Property of Jan Hitner and Mary Stuart Hitner", prepared by Robert Jordan, RLS., July 10, 1969, as revised through June 30, 1975, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Little Texas Road in the Northwest corner of the junction of Little Texas Road and Farmview Drive, and running thence along the center of said Little Texas Road, S. 68-56 W., 130.5 feet to an iron pin; thence further along the center of said Road, S. 63-09 W., 159.4 feet to an iron pin; thence further along said Road, S. 67-13 W., 226.1 feet to a point on the center of said Road at corner of other property of the grantors; thence N. 0-40 E., 213.1 feet to an iron pin; thence further along the line of other property of the grantors, N. 21-48 E., 245.9 feet to an iron pin on the Southern boundary of Cato (or formerly) property; thence S. 72-10 E., 82.4 feet to an iron pin; thence S. 64-47 E., 319.6 feet to an iron pin on the West side of Farmview Drive; thence along said Farmview Drive, S. 8-35 E., 74.4 feet to an iron pin in the center of Little Texas Road, the point of beginning and containing 2.71 acres, more or less.

The above described property is the same property conveyed to the Mortgagors herein by deed of even date, to be recorded herewith.



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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